



Agenda Date: 6/30/17
Agenda Item: 2E

STATE OF NEW JERSEY
Board of Public Utilities
44 South Clinton Avenue, 3rd Floor, Suite 314
Post Office Box 350
Trenton, New Jersey 08625-0350
www.nj.gov/bpu/

ENERGY

IN THE MATTER OF THE PETITION OF PIVOTAL)
UTILITY HOLDINGS, INC. D/B/A ELIZABETHTOWN)
GAS FOR APPROVAL OF INCREASED BASE)
TARIFF RATES AND CHARGES FOR GAS)
SERVICE AND OTHER TARIFF REVISIONS)
DOCKET NO. GR16090826)
OAL DOCKET NO. PUC-15870-16)

Parties of Record:

Mary Patricia Keefe, Esq., Pivotal Utility Holdings, Inc. d/b/a Elizabethtown Gas
Stefanie A. Brand, Esq., Director, New Jersey Division of Rate Counsel
Steven S. Goldenberg, Esq., Fox Rothschild, LLP, New Jersey Large Energy Users Coalition

BY THE BOARD:

By this Order, the New Jersey Board of Public Utilities ("Board" or "BPU") considers an Initial Decision executed by the Administrative Law Judge ("ALJ") and Stipulation of Settlement ("Stipulation") entered into by Pivotal Utility Holdings, Inc. d/b/a Elizabethtown Gas ("ETG," "Elizabethtown" or "Company"), the New Jersey Division of Rate Counsel ("Rate Counsel"), Board Staff ("Staff") and New Jersey Large Energy Users Coalition ("NJLEUC") (collectively, "Signatory Parties") that resolves the base rate case petition filed by ETG on September 1, 2016.

BACKGROUND AND PROCEDURAL HISTORY

On September 1, 2016, pursuant to N.J.S.A. 48:2-21 and N.J.A.C. 14:1-5.12, ETG, a public utility of the State of New Jersey subject to the jurisdiction of the Board, filed a petition ("Petition") seeking authority to: (1) increase base delivery rates for gas service designed to produce an increase in revenues of approximately \$19 million or 6.6%; (2) modify its depreciation rates; (3) to roll in and recover certain costs and finalize certain rates associated with the Accelerated Infrastructure Replacement ("AIR") Program approved by the Board in Docket No. GO12070693 and the Elizabethtown Natural Gas Distribution Utility Reinforcement ("ENDURE") Program approved by the Board in Docket Nos. GO13090826 and GR15060656; (4) make certain rate design and tariff changes and establish a new Societal Benefits Charge provision to recover the costs associated with the annual Board and New Jersey Division of

Rate Counsel ("Rate Counsel") assessments and ETG's uncollectible expense; and (5) establish certain regulatory assets pursuant to N.J.S.A. 48:2-16.

The Petition, which was accompanied by exhibits and pre-filed testimony was based on a test year of the twelve months ending March 31, 2017, with three months of actual data and nine months of estimated data and certain post-test year adjustments that reflected changes in capital expenditures through September 30, 2017 and changes in revenues and certain expenses through December 31, 2017.

By Order dated September 23, 2016 ("September 2016 Order"), the Board suspended the proposed rates until February 1, 2017. By Order dated January 25, 2017, the Board further suspended any increases, changes or alterations in rate for service until June 1, 2017. The September Order also directed Staff to transmit the Petition to the Office of Administrative Law ("OAL"). On October 14, 2016, the Petition was transmitted to the OAL for evidentiary hearings and assigned to the ALJ Irene Jones. On November 17, 2016, ALJ Jones held a pre-hearing conference. ALJ Jones issued a Prehearing Order dated December 15, 2016 ("Prehearing Order"), establishing a procedural schedule for this proceeding which was further amended by orders dated March 23, 2017 and March 27, 2017. The Prehearing Order also granted the motion to intervene of NJLEUC and the motion to participate of Public Service Electric & Gas Company ("PSE&G").

On December 9, 2016, the Company updated its Petition with a 6+6 filing containing actual results for the 6 months ending September 30, 2016 and reflecting a revenue requirement of approximately \$17.2 million as compared to the \$19 million reflected in the Company's Petition. On March 31, 2017, the Company submitted a 9+3 filing containing actual results for the 9 months ending December 31, 2016 and reflecting a revenue requirement of approximately \$21 million.

After appropriate notice in newspapers of general circulation within ETG's service territory and the serving of notice upon affected municipalities and counties within the Company's service territory, public hearings on ETG's proposed rate increase were held on March 20, 2017 at 4:30 p.m. and 5:30 p.m., in Union, New Jersey and on March 27, 2017 at 4:30 p.m. and 5:30 p.m., in Flemington, New Jersey. No members of the public attended the public hearings held in Union, New Jersey and one member of the public commented at one of the public hearings held in Flemington, New Jersey to voice general concerns about the construction of pipeline infrastructure and the price of utility services in New Jersey. No written comments were filed.

Throughout the course of the proceeding, numerous discovery and settlement conferences were conducted. On May 16, 2017, the Company submitted its 12+0 update reflecting actual results through March 31, 2017, reflecting a revenue requirement of \$20.1 million.

THE PROPOSED STIPULATION

On June 9, 2017, after receipt and review of the 12+0 update, the Signatory Parties executed the Stipulation. PSE&G filed a letter indicating that it did not object to the Stipulation.

The key provisions of the Stipulation are as follows:¹

1. **Rate Increase.** As of the Effective Date as defined below, Elizabethtown will be permitted to increase its base rates in a manner designed to produce a total annual revenue requirement increase of \$13.3 million.

The annual revenue requirement increase is based upon a rate base of \$720 million and the following capital structure and cost rates:

| <u>Type of Capital</u> | <u>% of Total</u> | <u>Cost Rate</u> | <u>Weighted Cost Rate</u> |
|------------------------|-------------------|------------------|---------------------------|
| Long-term Debt | 47.0 | 4.59% | 2.157% |
| Short-term Debt | 7.0 | 1.90% | 0.134% |
| Common Equity | 46.0 | 9.60% | 4.416% |
| Total Capital | 100.0 | | 6.707% |

Applying the above stated capital structure, cost rates and current income tax rates results in a rate of return of 6.707% and a weighted average after-tax cost of capital of 5.772%.

The rate base used to establish rates in this proceeding includes savings associated with a consolidated income tax adjustment. The rate base also includes all AIR Program projects placed in service through March 31, 2017, as well as the following two projects: ERW Transmission Line – New Village Warren Glen and Morris Avenue, Union New Jersey.

The revenue expansion factor used to gross-up costs for income taxes, uncollectible expense and BPU and Rate Counsel assessments is 1.71370692, which consists of factors for state income taxes of 9% and federal income taxes of 35%, for uncollectibles of 0.984%, and for the BPU/Rate Counsel assessments of 0.242%.

Elizabethtown's total annual base rate revenue requirement is \$300,192,561. This revenue requirement was determined in comparison to a forecast of weather normalized revenues reflecting a twenty-year normal weather pattern.

A proof of revenues supporting the total annual revenue requirement and the proposed rates is attached as Appendix A to the Stipulation. The proof of revenues sets forth the allocation of the \$13.3 million annual revenue increase among the Company's customer classes. Comparisons of customers' present and proposed bills are attached as Appendix B to the Stipulation.

2. **Depreciation.** The annual revenue requirement has been determined by applying the depreciation rates set forth on Appendix C to the Stipulation. These depreciation rates result in a composite depreciation rate of 2.22%. As of the Effective Date, Elizabethtown will implement the depreciation rates set forth on Appendix C to the Stipulation. Those rates reflect a five-year average net negative salvage allowance and an amortization in

¹ Although described in this Order, should there be any conflict between this summary and the Stipulation, the terms of the Stipulation control, subject to the findings and conclusions contained in this Order.

the amount of \$713,620 against the portion of the Reserve for Accumulated Depreciation that reflects cost of removal (non-legal asset retirement obligation).

3. **Amortization Of Deferred Debits.** The annual revenue requirement in this proceeding reflects the following amortizations:

- (i) \$747,000 of recoverable rate case expenses amortized over a three-year period;
- (ii) \$3,400,567 of Elizabethtown/AGL Services Company annual costs associated with accelerated recognition of pension liability arising from the acquisition of SCG by Southern amortized over a 15 year period; and
- (iii) \$609,738 of Elizabethtown/AGL Services Company annual costs associated with the accelerated recognition of other post-employment benefit costs arising from the acquisition of SCG by Southern amortized over a 9.2 year period for Elizabethtown and 15 year period for AGL Service Company.

The amortization of the deferred debits will begin with the effective date of new rates. The balance of Elizabethtown's pension is \$40,359,213 and OPEB deferred debit is \$5,133,673 as of March 31, 2017.

4. **Reporting and Recordkeeping.** Elizabethtown will continue to submit to Rate Counsel and the Director of the Division of Customer Assistance quarterly reports concerning the Company's performance in relation to certain service measures established in Elizabethtown's last rate case approved in BPU Docket No. GR09030195 subject to a modification as to how certain collection-related complaints and leak response time data are reported, along with the provision of call center employee headcount information as set forth in Appendix D to the Stipulation. Since Elizabethtown expects to implement a new billing system beginning in August 2017, the Company commits to ensuring that the new system will be able to run reports on deferred payment arrangements ("DPAs") and disconnections which will be requested and reviewed by Rate Counsel and Staff in its next base rate case. Specifically, the new billing system will have the ability to report:

- Total number of DPAs;
- Total number of DPAs, disaggregated by municipality;
- Average down payment of DPAs and the range of the down payment (minimum and maximum);
- Average term (in months) of DPAs and the range of the term;
- Average dollar amount of arrears made subject to a DPA and the range of the amount;
- Average monthly installments of DPAs and the range of the installments;
- Average amount written off for each defaulted DPA and the range of the amount written off;
- The total amount written off by the company for defaulted DPAs that are disconnected; and
- Total residential and business disconnections separately and also by municipality.

In addition, the Company will continue to conduct ongoing surveys of customer satisfaction using its telephone and field personnel and provide the results to Rate Counsel and Staff. Additional information concerning these service standards is provided in Appendix D to the Stipulation.

Finally, the Company will report to the Board and Rate Counsel when it determines it has achieved the planned changes and improvements described in the "Leak Response Time Report – Root Cause Analysis and Plan to Improve Metric" prepared by the Company in compliance with the requirement established in the Southern/SCG Merger Order, BPU Docket No. GM15101196.

5. **ENDURE.** The ENDURE program costs included in the rates approved by the Board and implemented by Elizabethtown in accordance with the Board's October 15, 2015 Order in BPU Docket No. GR15060656 ("October 15 Order") are reasonable and prudent and the rates implemented pursuant to the October 15 Order are final.
6. **BPU/Rate Counsel Assessments.** Elizabethtown will discontinue its practice of tracking costs and recoveries associated with the BPU and Rate Counsel assessments through a balance sheet account. Instead, Elizabethtown will book the invoiced BPU and Rate Counsel assessment amounts as an operations and maintenance expense, without deferral or a separate pass-through mechanism.
7. **Tariff Sheets.** Tariff Sheets reflecting the stipulated rates inclusive of applicable sales taxes and the terms and conditions of service are attached to the Stipulation as Appendix E. The tariff sheets reflect, among other items, a monthly customer charge of \$8.50 applicable to the Residential Delivery Service ("RDS") classification, inclusive of applicable sales taxes and the use of a twenty-year weather pattern to establish rates. These sheets also reflect an increase in the initial charge for returned checks from \$10.00 to \$15.00 and the addition of an \$8.00 charge if the check is redeposited and returned a second time. Within 30 days of the effective date of a Board order approving this Stipulation, Elizabethtown will file a Petition pursuant to N.J.A.C. 14:1-5.11 seeking approval to modify its tariff to comply with the Federal Pipeline & Hazardous Materials Safety Administration recently published final rule amending Title 49 of the Code of Federal Regulations, Part 192 regarding the installation of Excess Flow Valves by natural gas distribution utilities.
8. **Rate Impact.** The annual bill impact of the stipulated rates on a typical residential heating customer using 1,000 therms is an annual increase of \$57.52 from \$834.18 to \$891.70 or 6.9% as compared to the Company's currently effective rates. The monthly bill impacts of the stipulated rates on a typical residential heating customer are as follows:

| Therms | Present Bill | Proposed Bill \$13.3 Million | Change | Percent Change |
|--------|--------------|------------------------------|---------|----------------|
| 10 | \$15.37 | \$16.40 | \$1.03 | 6.7% |
| 50 | \$44.91 | \$47.99 | \$3.08 | 6.9% |
| 100 | \$81.82 | \$87.47 | \$5.65 | 6.9% |
| 250 | \$192.57 | \$205.93 | \$13.36 | 6.9% |

9. **Next Base Rate Case.** The Southern/SCG Merger Order requires Elizabethtown to file a new base rate case no later than three years after the completion of this base rate case.
10. **SMART Proceeding.** The Company's pending petition requesting authority to implement a Safety, Modernization and Reliability Tariff ("SMART") Program and associated cost recovery mechanism ("SMART Petition") is currently being held in abeyance in BPU Docket No. GR15091090. The SMART Petition is not addressed in this proceeding and nothing herein will prevent the Company from reopening, modifying or withdrawing the SMART Petition and/or filing another proposed accelerated infrastructure replacement program and associated cost recovery mechanism as the Company deems appropriate. The Stipulating Parties reserve their rights to take any position they deem appropriate with respect to the SMART Petition and/or any other proposed accelerated infrastructure replacement program/associated cost recovery mechanism that may be submitted by the Company to the Board in the future.

On June 15, 2017, ALJ Jones issued an Initial Decision approving the Stipulation pursuant to N.J.A.C. 1:1-19.1, finding that the settlement is voluntary, consistent with the law and fully disposes of all issues in controversy.

DISCUSSION AND FINDING

In evaluating a proposed settlement, the Board must review the record, balance the interests of the ratepayers and the shareholders, and determined whether the settlement represents a reasonable disposition of the issues that will enable the Company to provide its customer in this State with safe, adequate and proper service at just and reasonable rates. In re Petition of Pub. Serv. Elec. & Gas, 304 N.J. Super. 247 (App. Div.), certif. denied, 152 N.J. 12 (1997). The Board recognizes that the Signatory Parties worked diligently to negotiate a compromise that attempts to meet the needs of as many stakeholders as possible. The Board further recognizes that the Stipulation represents a balanced solution considering the many complex issues that were addressed during the proceeding.

Based on the Board's review and consideration of the record in this proceeding, including the Stipulation and Initial Decision, Petition, the 6+6 update, the 9+3 update, the 12+0 update and testimony, the Board **HEREBY FINDS** the Stipulation and Initial Decision to be reasonable, in the public interest and in accordance with the law.

Additionally, the Board **FINDS** that the revenue requirement increase is fair and reasonable and reflects the increase in capital investments for infrastructure and increases in other costs and expenses that ETG is incurring to provide safe, adequate and reliable service. The Board notes that the stipulated increase in electric distribution rates of \$13.3 million, but exclusive of SUT, is substantially less than the \$20.1 million sought by the Company in its (12+0) update to the Petition.

Accordingly, the Board **HEREBY ADOPTS** the attached Stipulation and the Initial Decision in their entirety, and **HEREBY INCORPORATES** their terms and conditions as though fully set forth herein.

The rates approved by this Order will become effective for service rendered on or after July 1, 2017. As a result of these changes, the monthly bill impact for a typical residential customer using 100 therms per month will be an increase of \$5.65 or 6.9%, resulting in an average

monthly bill from \$81.82 to \$87.47. On an annual basis, a customer using 100 therms in a winter month and 1,000 therms annually will experience an increase of approximately \$57.52.

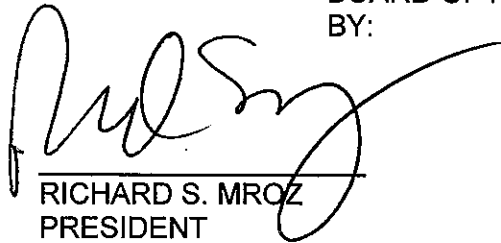
The Board **HEREBY DIRECTS** the Company to file the appropriate revised tariff sheets conforming to the terms of this Order by July 1, 2017.

The Company's costs remain subject to audit by the Board. This Decision and Order shall not preclude nor prohibit the Board from taking any actions determined to be appropriate as a result of any such audit.

The effective date of this Order is June 30, 2017.

DATED: 6/30/17

BOARD OF PUBLIC UTILITIES
BY:



RICHARD S. MROZ
PRESIDENT




JOSEPH L. FIORDALISO
COMMISSIONER



MARY-ANNA HOLDEN
COMMISSIONER

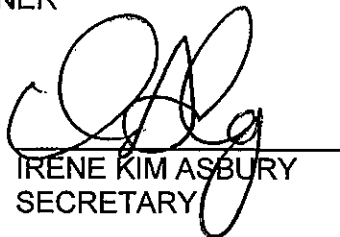


DIANNE SOLOMON
COMMISSIONER



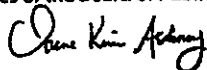
UPENDRA J. CHIVUKULA
COMMISSIONER

ATTEST:



IRENE KIM ASBURY
SECRETARY

I HEREBY CERTIFY that the within document is a true copy of the original in the files of the Board of Public Utilities



IN THE MATTER OF THE PETITION OF PIVOTAL UTILITY HOLDINGS, INC.
D/B/A ELIZABETHTOWN GAS FOR APPROVAL OF INCREASED BASE TARIFF RATES
AND CHARGES FOR GAS SERVICE AND OTHER TARIFF REVISIONS

BPU DOCKET NO. GR16090826
OAL DOCKET NO. PUC-15870-16

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STATE OF NEW JERSEY
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. PUC 15870-16

AGENCY DKT. NO. GR16090826

**IN THE MATTER OF THE PETITION OF
PIVOTAL UTILITY HOLDINGS, INC., d/b/a
ELIZABETHTOWN GAS FOR APPROVAL
OF INCREASED BASE TARIFF RATES AND
CHARGES FOR GAS SERVICE AND OTHER
TARIFF REVISIONS.**

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Esq., James W. Glassen, Esq. and Henry M. Ogden, Esq., Assistant
Deputy Rate Counsels, Division of Rate Counsel (Stephanie A. Brand,
Director, Division of Rate Counsel)

Alex Moreau, Patricia Krogman and Renee Greenberg, Deputy Attorney
Generals for respondent Board of Public Utilities (Christopher S. Porrino,
Attorney General of New Jersey, attorney)

Steven S. Goldenberg, Esq., Fox Rothchild, LLP and **Paul F. Forshay, Esq.,**
Sutherland, Asbill & Brennan, LLP for New Jersey Large Energy Users Coalition

Record Closed: June 13, 2017

Decided: June 15, 2017

Before **IRENE JONES, ALJ**

STATEMENT OF THE CASE

On September 1, 2016, petitioner, Pivotal Utility Holding, Inc., d/b/a Elizabethtown Gas ("Elizabethtown" or "Company"), filed a petition with the Board of Public Utilities ("BPU") requesting authorization to increase its base rates and charges for gas services by \$19 million or 6.6% over present revenues. The company also requested modification of its depreciation charges and recovery and finalization of its AIR and it's ENDURE programs; rate design and tariff charges, and the implementation of a new SBC, among other changes.

The matter was transmitted to the Office of Administrative Law for hearing on October 18, 2016 as a contested case. Thereafter, the matter was assigned to the undersigned and a prehearing conference was held on November 17, 2016 and a prehearing order issued on December 15, 2016. Motions for Intervention and Participation were granted to New Jersey Large Energy Users Coalition ("NJLEUC") and PSE&G, respectively. Public hearings were held on March 20 and 27, 2017 in the petitioner's service territory.

After extensive discovery and conferences, the parties agreed to settle the matter and entered into the attached stipulation of Settlement where among other things, the parties have agreed to \$13.3 million rate increase. The Stipulation of Settlement is incorporated herein as if it were fully set forth.

I have reviewed the record and the terms of the Stipulation of Settlement and I

FIND:

1. The parties have voluntarily agreed to the settlement as evidence by their signatures or the signatures of their representatives.

- 2. The settlement fully disposes of all issued in controversy and is consistent with the law.

Therefore, it is **ORDERED** that the parties comply with the settlement terms and that these proceedings be and are hereby **CONCLUDED**.

I hereby **FILE** my initial decision with the **BOARD OF PUBLIC UTILITIES** for consideration.

This recommended decision may be adopted, modified or rejected by the **BOARD OF PUBLIC UTILITIES**, which by law is authorized to make a final decision in this matter. If the Board of Public Utilities does not adopt, modify or reject this decision within forty-five (45) days and unless such time limit is otherwise extended, this recommended decision shall become a final decision in accordance with N.J.S.A. 52:14B-10.

June 15, 2017



DATE

IRENE JONES, ALJ

Date Received at Agency:

June 15, 2017

Date Mailed to Parties:

June 15, 2017

sej



NAME: DEBORAH M. FRANCO, ESQ.

TITLE: PARTNER

DIRECT DIAL: 973.849.9005

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June 9, 2017

Via Electronic Mail, Federal Express and Facsimile (973-648-2358)

Honorable Irene Jones
Attention: Sharon Jeffers
Administrative Law Judge
Office of Administrative Law
33 Washington Street
Newark, New Jersey 07102

**Re: In the Matter of the Petition of Pivotal Utility Holdings, Inc. d/b/a
Elizabethtown Gas for Approval of Increased Base Tariff Rates and Charges
for Gas Service and Other Tariff Revisions
BPU Docket No. GR16090826, OAL No. 15870-16**

Dear Judge Jones:

Enclosed for filing in the above proceeding are an original and ten copies of a Stipulation which has been executed by representatives of Pivotal Utility Holdings, Inc. d/b/a Elizabethtown Gas, the Staff of the Board of Public Utilities, the Division of Rate Counsel and the New Jersey Large Energy Users Coalition. It is respectfully requested that Your Honor approve the Stipulation in its entirety as soon as possible to enable consideration by the New Jersey Board of Public Utilities at its June 30, 2017 agenda meeting.

Please let us know if you have any questions or require further information.

Respectfully submitted,

/s/ Deborah M. Franco

Deborah M. Franco
Of Counsel to
Pivotal Utility Holdings, Inc.
d/b/a Elizabethtown Gas

cc: Service List

**IN THE MATTER OF THE PETITION OF
PIVOTAL UTILITY HOLDINGS, INC. D/B/A ELIZABETHTOWN GAS
FOR APPROVAL OF INCREASED BASE TARIFF RATES AND CHARGES FOR GAS
SERVICE AND OTHER TARIFF REVISIONS
BPU DOCKET NO. GR16090826**

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PIVOTAL UTILITY HOLDINGS, INC. D/B/A ELIZABETHTOWN GAS
FOR APPROVAL OF INCREASED BASE TARIFF RATES AND CHARGES FOR GAS
SERVICE AND OTHER TARIFF REVISIONS
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**STATE OF NEW JERSEY
BOARD OF PUBLIC UTILITIES**

| | | |
|---|---|-------------------------------------|
| In the Matter of the Petition of Pivotal |) | |
| Utility Holdings, Inc. d/b/a |) | STIPULATION |
| Elizabethtown Gas for Approval of |) | |
| Increased Base Tariff Rates and Charges |) | |
| for Gas Service and Other Tariff |) | BPU Docket No.: GR16090826 |
| Revisions |) | OAL Docket No.: PUC-15870-16 |

APPEARANCES:

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Alex Moreau, Patricia A. Krogman, and Renee Greenberg, Deputy Attorneys General, for the Staff of the New Jersey Board of Public Utilities (Christopher S. Porrino, Attorney General of New Jersey)

Steven S. Goldenberg, Esq., , Fox Rothschild, LLP, and **Paul F. Forshay, Esq.**, Sutherland Asbill & Brennan LLP, for New Jersey Large Energy Users Coalition

TO THE HONORABLE IRENE JONES:

BACKGROUND

On September 1, 2016, Pivotal Utility Holdings, Inc. d/b/a Elizabethtown Gas (“Elizabethtown” or “Company”) filed a petition (“September 1 Filing”) with the New Jersey Board of Public Utilities (“BPU” or “Board”) requesting authority (i) pursuant to *N.J.S.A. 48:2-21* to increase base tariff rates and charges for gas service in a manner designed to produce an increase in annual operating revenues of approximately \$19

million or 6.6%, (ii) pursuant to *N.J.S.A. 48:2-18* to modify the Company's depreciation rates, (iii) to roll in and recover certain costs and finalize certain rates associated with the Accelerated Infrastructure Replacement ("AIR") Program approved by the Board in its August 21, 2013 Order ("August 21 Order") in BPU Docket No. GO12070693 ("AIR Proceeding") and the Elizabethtown Natural Gas Distribution Utility Reinforcement ("ENDURE") Program approved by in BPU Docket Nos. GO13090826 and GR15060656 ("ENDURE Proceeding"), (iv) to make certain rate design and tariff changes and establish a new Societal Benefits Clause provision to recover the costs associated with the annual Board and New Jersey Division of Rate Counsel ("Rate Counsel") assessments and Elizabethtown's uncollectible expense, and (v) to establish certain regulatory assets pursuant to *N.J.S.A. 48:2-16*.

The Board's August 21 Order issued in the AIR Proceeding approved a Stipulation that required the Company to file a base rate case no later than September 1, 2016. The Board's order issued in BPU Docket No. GM15101196, approving the merger of AGL Resources Inc. ("AGL") (now Southern Company Gas ("SCG"))¹ and the Southern Company ("Southern Company"), affirmed Elizabethtown's obligation to make this filing.² The Company's September 1 Filing was made in compliance with these orders.

The September 1 Filing was based on a test year consisting of the 12 months ending March 31, 2017, containing 3 months of actual data and 9 months of projected data and proposing certain post-test year adjustments that reflected changes in capital

¹ On July 11, 2016, AGL's name was changed to Southern Company Gas.

² *In the Matter of the Merger of The Southern Company and AGL Resources Inc.*, Docket No. GM15101196, "Order Adopting Stipulation" (June 29, 2016) ("Southern/SCG Merger Order").

expenditures through September 30, 2017 and changes in revenues and certain expenses through December 31, 2017.

The September 1 Filing was accompanied by the testimony of the following witnesses: Brian MacLean (Case Overview), Michael P. Scacifero (Capital Expenditures), Michael J. Morley (Cost of Service/Revenue Requirement), Timothy S. Lyons (Lead Lag Study), Dane A. Watson (Depreciation), Robert B. Hevert (Cost of Capital), Daniel P. Yardley (Rate Design), Thomas Kaufmann (Revenue Forecast/Rates and Tariffs), David J. Wathen (Compensation) and Leonard J. Willey (Erie Street Liquefaction Project).

On December 9, 2016, the Company updated its September 1 Filing with a “6+6” filing containing actual results for the 6 months ending September 30, 2016 and reflecting a revenue requirement of approximately \$17.2 million as compared to the \$19 million reflected in the September 1 Filing. On March 31, 2017, the Company submitted a “9+3” filing containing actual results for the 9 months ending December 31, 2016 and reflecting a revenue requirement of approximately \$21 million. On May 16, 2017, the Company updated the September 1 Filing with actual results through March 31, 2017 in a “12+0” filing reflecting a revenue requirement of approximately \$20.1million.

Elizabethtown’s September 1 Filing was transmitted to the Office of Administrative Law as a contested case and assigned to Administrative Law Judge (“ALJ”) Irene Jones. A pre-hearing conference was held on November 17, 2016 and ALJ Jones issued a prehearing order dated December 15, 2016 (“December 15 Order”) establishing a procedural schedule for this proceeding which was further amended by orders dated March 23, 2017 and March 27, 2017. The December 15 Order also granted the motion to intervene of the New Jersey

Large Energy Users Coalition (“NJLEUC”) and the motion to participate of Public Service Electric & Gas Company (“PSE&G”). After appropriate notice in newspapers of general circulation in Elizabethtown’s service territory and the service of notice upon affected municipalities and counties in the Company’s service area, public hearings concerning the September 1 Filing were held in Union, New Jersey on March 20, 2017 at 4:30 p.m. and 5:30 p.m. and in Flemington, New Jersey on March 27, 2017 at 4:30 p.m. and 5:30 p.m. No members of the public appeared at the public hearings held in Union, New Jersey and one member of the public appeared at one of the public hearings held in Flemington, New Jersey to voice general concerns about the construction of pipeline infrastructure and the price of utility services in New Jersey.

Extensive discovery was conducted and a number of settlement discussions were held after notice to all parties. As a result of these discussions, Elizabethtown, Board Staff, Rate Counsel and NJLEUC (“Stipulating Parties”) have reached this Stipulation resolving all issues in this proceeding subject to the terms and conditions stated herein. PSE&G submitted a letter to ALJ Jones indicating that it had no objection to the Stipulation.

STIPULATED MATTERS

The Stipulating Parties hereby **STIPULATE AND AGREE** as follows:

A. Rate Increase. As of the Effective Date as defined below, Elizabethtown will be permitted to increase its base rates in a manner designed to produce a total annual revenue requirement increase of \$13.3 million.

The annual revenue requirement increase is based upon a rate base of \$720 million and the following capital structure and cost rates:

| <u>Type of Capital</u> | <u>% of Total</u> | <u>Cost Rate</u> | <u>Weighted Cost Rate</u> |
|------------------------|-------------------|------------------|---------------------------|
| Long-term Debt | 47.0 | 4.59% | 2.157% |
| Short-term Debt | 7.0 | 1.92% | 0.134% |
| Common Equity | 46.0 | 9.60% | 4.416% |
| Total Capital | 100.0 | | 6.707% |

Applying the above stated capital structure, cost rates and current income tax rates results in a rate of return of 6.707% and a weighted average after-tax cost of capital of 5.772%.

The rate base used to establish rates in this proceeding includes savings associated with a consolidated income tax adjustment. The rate base also includes all AIR Program projects placed in service through March 31, 2017, as well as the following two projects: ERW Transmission Line – New Village Warren Glen and Morris Avenue, Union New Jersey.

The revenue expansion factor used to gross-up costs for income taxes, uncollectible expense and BPU and Rate Counsel assessments is 1.71370692, which consists of factors for state income taxes of 9% and federal income taxes of 35%, for uncollectibles of 0.984%, and for the BPU/Rate Counsel assessments of 0.242%.

Elizabethtown’s total annual base rate revenue requirement is \$300,192,561. This revenue requirement was determined in comparison to a forecast of weather normalized revenues reflecting a 20-year normal weather pattern.

A proof of revenues supporting the total annual revenue requirement and the proposed rates is attached as Appendix A to this Stipulation. The proof of revenues sets forth the allocation of the \$13.3 million annual revenue increase among the Company’s customer classes. Comparisons of customers’ present and proposed bills are attached as Appendix B.

B. Depreciation. The annual revenue requirement has been determined by applying the depreciation rates set forth on Appendix C to this Stipulation. These depreciation rates result in a composite depreciation rate of 2.22%. As of the Effective Date, Elizabethtown will implement the depreciation rates set forth on Appendix C to this Stipulation. Those rates reflect a five-year average net negative salvage allowance and an amortization in the amount of \$713,620 against the portion of the Reserve for Accumulated Depreciation that reflects cost of removal (non-legal asset retirement obligation).

C. Amortization Of Deferred Debits. The annual revenue requirement in this proceeding reflects the following amortizations:

(i) \$747,000 of recoverable rate case expenses amortized over a three-year period;

(ii) \$3,400,567 of Elizabethtown/AGL Services Company annual costs associated with accelerated recognition of pension liability arising from the acquisition of SCG by Southern amortized over a 15 year period; and

(iii) \$609,738 of Elizabethtown/AGL Services Company annual costs associated with the accelerated recognition of other post-employment benefit costs arising from the acquisition of SCG by Southern amortized over a 9.2 year period for Elizabethtown and 15 year period for AGL Services Company.

The amortization of the deferred debits will begin with the effective date of new rates. The balance of Elizabethtown's pension is \$40,359,213 and OPEB deferred debit is \$5,133,673 as of March 31, 2017.

D. Reporting and Recordkeeping. Elizabethtown will continue to submit to Rate Counsel and the Director of the Division of Customer Assistance quarterly reports concerning the Company's performance in relation to certain service measures established in Elizabethtown's last rate case approved in BPU Docket No. GR09030195 subject to a modification as to how certain collection-related complaints and leak response time data are reported, along with the provision of call center employee headcount information as set forth in Appendix D to this Stipulation. Since Elizabethtown expects to implement a new billing system beginning in August 2017, the Company commits to ensuring that the new system will be able to run reports on deferred payment arrangements (DPAs) and disconnections which will be requested and reviewed by Rate Counsel and Board Staff in its next base rate case. Specifically, the new billing system will have the ability to report:

- Total number of DPAs;
- Total number of DPAs, disaggregated by municipality;
- Average down payment of DPAs and the range of the down payment (minimum and maximum);
- Average term (in months) of DPAs and the range of the term;
- Average dollar amount of arrears made subject to a DPA and the range of the amount;
- Average monthly installments of DPAs and the range of the installments;
- Average amount written off for each defaulted DPA and the range of the amount written off;
- The total amount written off by the company for defaulted DPAs that are disconnected;
- Total residential and business disconnections separately and also by municipality

In addition, the Company will continue to conduct ongoing surveys of customer satisfaction using its telephone and field personnel and provide the results to Rate Counsel and Board Staff. Additional information concerning these service standards is provided in Appendix D to this Stipulation.

Finally, the Company will report to the Board and Rate Counsel when it determines it has achieved the planned changes and improvements described in the “Leak Response Time Report – Root Cause Analysis and Plan to Improve Metric” prepared by the Company in compliance with the requirement established in the Southern/SCG Merger Order, BPU Docket No. GM15101196.

E. ENDURE. The ENDURE program costs included in the rates approved by the Board and implemented by Elizabethtown in accordance with the Board’s October 15, 2015 Order in BPU Docket No. GR15060656 (“October 15 Order”) are reasonable and prudent and the rates implemented pursuant to the October 15 Order are final.

F. BPU/Rate Counsel Assessments. Elizabethtown will discontinue its practice of tracking costs and recoveries associated with the BPU and Rate Counsel assessments through a balance sheet account. Instead, Elizabethtown will book the invoiced BPU and Rate Counsel assessment amounts as an operations and maintenance expense, without deferral or a separate pass-through rate mechanism.

G. Tariff Sheets. Tariff Sheets reflecting the stipulated rates inclusive of applicable sales taxes and the terms and conditions of service are attached to this Stipulation as Appendix E. The tariff sheets reflect, among other items, a monthly customer charge of \$8.50 applicable to the Residential Delivery Service (“RDS”) classification, inclusive of applicable sales taxes and the use of a 20-year weather pattern to establish rates. These sheets also reflect an increase in the initial charge for returned checks from \$10.00 to \$15.00 and the addition of an \$8.00 charge if the check is redeposited and returned a second time. Within 30 days of the effective date of a Board order approving this Stipulation, Elizabethtown will file a Petition pursuant to *N.J.A.C.*

14:1-5.11 seeking approval to modify its tariff to comply with the Federal Pipeline & Hazardous Materials Safety Administration recently published final rule amending Title 49 of the Code of Federal Regulations, Part 192 regarding the installation of Excess Flow Valves by natural gas distribution utilities.

H. Rate Impact. The annual bill impact of the stipulated rates on a typical residential heating customer using 1,000 therms is an annual increase of \$57.52 from \$834.18 to \$891.70 or 6.9% as compared to the Company’s currently effective rates. The monthly bill impact of the stipulated rates on a typical residential heating customer are as follows:

| Therms | Present Bill | Proposed Bill \$13.3 Million | Change | Percent Change |
|--------|--------------|---------------------------------|---------|-------------------|
| 10 | \$15.37 | \$16.40 | \$1.03 | 6.7% |
| 50 | \$44.91 | \$47.99 | \$3.08 | 6.9% |
| 100 | \$81.82 | \$87.47 | \$5.65 | 6.9% |
| 250 | \$192.57 | \$205.93 | \$13.36 | 6.9% |

I. Next Base Rate Case. The Southern/SCG Merger Order requires Elizabethtown to file a new base rate case no later than three years after the completion of this base rate case.

J. SMART Proceeding. The Company's pending petition requesting authority to implement a Safety, Modernization and Reliability Tariff (“SMART”) program and associated cost recovery mechanism (“SMART Petition”) is currently being held in abeyance in BPU Docket No. GR15091090. The SMART Petition is not addressed in this proceeding and nothing herein will prevent the Company from reopening, modifying or withdrawing the SMART Petition and/or filing another proposed accelerated infrastructure replacement program and associated cost recovery mechanism as the Company deems appropriate. The Stipulating Parties reserve their rights to take

any position they deem appropriate with respect to the SMART Petition and/or any other proposed accelerated infrastructure replacement program/associated cost recovery mechanism that may be submitted by the Company to the Board in the future.

K. Effective Date. Each Stipulating Party agrees to use its best efforts to ensure that this Stipulation be presented to the Board for approval at its June 30, 2017 public agenda meeting. A Board Order approving this Stipulation shall become effective upon such date that the Board may specify and in accordance with *N.J.S.A. 48:2-40*.

L. Further Provisions. This Stipulation represents a mutual balancing of interests, contains interdependent provisions and, therefore, is intended to be accepted and approved in its entirety. In the event any particular aspect of this Stipulation is not accepted and approved in its entirety by the Board, any Stipulating Party aggrieved thereby shall not be bound to proceed with this Stipulation and shall have the right to litigate all issues addressed herein to a conclusion. More particularly, in the event this Stipulation is not adopted in its entirety by the Board, in any applicable Order(s), then any Stipulating Party hereto is free to pursue its then available legal remedies with respect to all issues addressed in this Stipulation as though this Stipulation had not been signed.

It is the intent of the Stipulating Parties that the provisions hereof be approved by the Board as being in the public interest. The Stipulating Parties further agree that they consider the Stipulation to be binding on them for all purposes herein.

It is specifically understood and agreed that this Stipulation represents a negotiated agreement and has been made exclusively for the purpose of these proceedings. Except as expressly provided herein, Elizabethtown, Board Staff, and Rate

Counsel shall not be deemed to have approved, agreed to, or consented to any principle or methodology underlying or supposed to underlie any agreement provided herein and, in total or by specific item. The Stipulating Parties further agree that this Stipulation is in no way binding upon them in any other proceeding, except to enforce the terms of this Stipulation.

WHEREFORE, the Stipulating Parties hereto do respectfully submit this Stipulation to the Presiding Administrative Law Judge and Board of Public Utilities and request (i) the Presiding Administrative Law Judge to issue an initial decision approving this Stipulation, and (ii) the Board to issue a Decision and Order approving this Stipulation in its entirety in accordance with the terms hereof.

**PIVOTAL UTILITY HOLDINGS, INC.
D/B/A ELIZABETHTOWN GAS**

By: Mary Patricia Keefe
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Vice President, Regulatory
Affairs and Assistant Corporate
Secretary

Dated: June 8, 2017

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By: Felicia Thomas Friel
Felicia Thomas Friel, Esq.
Managing Attorney - Gas

Dated: June 9, 2017

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By: Alex Moreau
Alex Moreau
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Dated: June 9, 2017

**NEW JERSEY LARGE ENERGY
USERS COALITION (NJLEUC)**


By: _____
Steven S. Goldenberg
Fox Rothschild, LLP

Dated: _____

WHEREFORE, the Stipulating Parties hereto do respectfully submit this Stipulation to the Presiding Administrative Law Judge and Board of Public Utilities and request (i) the Presiding Administrative Law Judge to issue an initial decision approving this Stipulation, and (ii) the Board to issue a Decision and Order approving this Stipulation in its entirety in accordance with the terms hereof.

**PIVOTAL UTILITY HOLDINGS, INC.
D/B/A ELIZABETHTOWN GAS**

**STEFANIE A. BRAND,
DIRECTOR, DIVISION OF
RATE COUNSEL**

By: 
**Mary Patricia Keefe Esq.
Vice President, Regulatory
Affairs and Assistant Corporate
Secretary**

By: _____
**Felicia Thomas-Friel, Esq.
Managing Attorney - Gas**

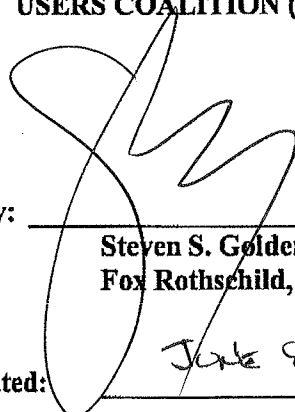
Dated: June 8, 2017

Dated: _____

**CHRISTOPHER S. PORRINO
ATTORNEY GENERAL OF
NEW JERSEY
Attorney for the Staff of the
New Jersey Board of Public Utilities**

**NEW JERSEY LARGE ENERGY
USERS COALITION (NJLEUC)**

By: _____
**Alex Moreau
Deputy Attorney General**

By: 
**Steven S. Goldenberg
Fox Rothschild, LLP**

Dated: _____

Dated: June 8, 2017

**Elizabethtown Gas
Base and Total Revenues at Present and Proposed Rates**

| Component (a) | Amount (b) | Units (c) | Present Rates | | Rate (f) | Revenue (g) | Increase (h) |
|----------------------------|------------------|-----------------------------|---------------|-----------------------|-------------|-----------------------|-----------------|
| | | | Rate (d) | Revenue (e) | | | |
| | | | <u>RDS</u> | | <u>RDS</u> | | |
| <u>Residential Service</u> | | | | | | | |
| Customer Charge | 3,201,470 | Bills | \$ 7.47 | \$ 23,914,981 | \$ 7.95 | \$ 25,451,687 | |
| Distribution Charge | 231,258,825 | Therms | 0.3225 | 74,580,971 | 0.3712 | 85,843,276 | |
| Distribution A/C | 1,275 | Therms | 0.2113 | 269 | 0.3712 | 473 | |
| Total Base Revenues | 9,250,353 | | | \$ 98,496,221 | | \$ 111,295,436 | 13.0% |
| | | Other Revenues | | \$ 86,518,587 | | \$ 86,518,587 | |
| | | Total Class Revenues | | \$ 185,014,808 | | \$ 197,814,022 | 6.9% |

| | | | | | | | |
|---|-----------|--------|------------|---------------------|------------|---------------------|--------------|
| | | | <u>SGS</u> | | <u>SGS</u> | | |
| <u>Small General Service (Existing)</u> | | | | | | | |
| Customer Charge | 127,586 | Bills | \$ 15.06 | \$ 1,921,445 | \$ 20.56 | \$ 2,623,168 | |
| Distribution Charge | 9,212,200 | Therms | 0.3354 | 3,089,772 | 0.3355 | 3,090,693 | |
| Subtotal Base Revenues | | | | \$ 5,011,217 | | \$ 5,713,861 | 14.0% |

| | | | | | | | |
|---|------------|-----------------------------|------------|----------------------|------------|----------------------|--------------|
| | | | <u>GDS</u> | | <u>SGS</u> | | |
| <u>Small General Service (From GDS)</u> | | | | | | | |
| Customer Charge | 81,083 | Bills | \$ 18.65 | \$ 1,512,198 | \$ 20.56 | \$ 1,667,066 | |
| Demand Charge | 2,906,536 | Therms | 0.756 | 2,197,341 | - | - | |
| Distribution Charge | 14,132,400 | Therms | 0.2061 | 2,912,688 | 0.3355 | 4,741,420 | |
| Total Base Revenues | | | | \$ 6,622,227 | | \$ 6,408,487 | -3.2% |
| Total Base Revenues | | | | \$ 11,633,444 | | \$ 12,122,348 | 4.2% |
| | | Other Revenues | | \$ 8,955,622 | | \$ 8,955,622 | |
| | | Total Class Revenues | | \$ 20,589,066 | | \$ 21,077,970 | 2.4% |

| | | | | | | | |
|---------------------------------|-------------|-----------------------------|------------|----------------------|------------|----------------------|-------------|
| | | | <u>GDS</u> | | <u>GDS</u> | | |
| <u>General Delivery Service</u> | | | | | | | |
| Customer Charge | 68,884 | Bills | \$ 18.65 | \$ 1,284,687 | \$ 27.10 | \$ 1,866,756 | |
| Demand Charge | 16,715,785 | Therms | 0.756 | 12,637,133 | 0.756 | 12,637,133 | |
| Distribution | 117,038,972 | Therms | 0.2061 | 24,121,732 | 0.2011 | 23,536,537 | |
| Distribution - A/C Small | 0 | Therms | 0.1278 | - | 0.1278 | - | |
| Distribution - A/C Large | 25,069 | Therms | 0.0625 | 1,567 | 0.0625 | 1,567 | |
| Total Base Revenues | | | | \$ 38,045,119 | | \$ 38,041,994 | 0.0% |
| | | Other Revenues | | \$ 25,511,407 | | \$ 25,511,407 | |
| | | Total Class Revenues | | \$ 63,556,526 | | \$ 63,553,401 | 0.0% |

Elizabethtown Gas
Base and Total Revenues at Present and Proposed Rates

| <u>Component</u> (a) | <u>Amount</u> (b) | <u>Units</u> (c) | <u>Present Rates</u> | | <u>Rate</u> (f) | <u>Revenue</u> (g) | <u>Increase</u> (h) |
|---------------------------------|-----------------------------|---------------------|----------------------|-----------------------|--------------------|-----------------------|------------------------|
| | | | <u>Rate</u> (d) | <u>Revenue</u> (e) | | | |
| | | | <u>LVD</u> | | <u>LVD</u> | | |
| <u>LVD</u> | | | | | | | |
| Customer Charge | 48 Bills | | \$ 449.44 | \$ 21,573 | \$ 257.01 | \$ 12,336 | |
| Demand Charge | 224,400 Therms | | 0.966 | 216,770 | 0.966 | 216,770 | |
| Distribution | 905,630 Therms | | 0.0464 | 42,021 | 0.0503 | 45,553 | |
| Total Base Revenues | | | | \$ 280,365 | | \$ 274,660 | -2.0% |
| | Other Revenues | | | \$ 438,075 | | \$ 438,075 | |
| | Total Class Revenues | | | \$ 718,440 | | \$ 712,735 | -0.8% |
| <hr/> | | | | | | | |
| | | | <u>FTS</u> | | <u>FTS</u> | | |
| <u>FTS</u> | | | | | | | |
| Customer Charge | 396 Bills | | \$ 174.82 | \$ 69,229 | \$ 257.01 | \$ 101,776 | |
| Demand Charge | 2,676,168 Therms | | 0.756 | 2,023,183 | 0.966 | 2,585,178 | |
| Distribution | 29,343,660 Therms | | 0.0703 | 2,062,859 | 0.0503 | 1,475,986 | |
| Total Base Revenues | | | | \$ 4,155,271 | | \$ 4,162,940 | 0.2% |
| | Other Revenues | | | \$ 661,646 | | \$ 661,646 | |
| | Total Class Revenues | | | \$ 4,816,917 | | \$ 4,824,587 | 0.2% |
| <hr/> | | | | | | | |
| | | | <u>EGF</u> | | <u>EGF</u> | | |
| <u>Electric Generation Firm</u> | | | | | | | |
| Customer Charge | 48 Bills | | \$ 52.27 | \$ 2,509 | \$ 52.27 | \$ 2,509 | |
| Demand Charge | 16,200 Therms | | 0.740 | 11,988 | 0.421 | 6,820 | |
| Distribution | 204,600 Therms | | 0.0182 | 3,724 | 0.0472 | 9,657 | |
| Total Base Revenues | | | | \$ 18,221 | | \$ 18,986 | 4.2% |
| | Other Revenues | | | \$ 98,116 | | \$ 98,116 | |
| | Total Class Revenues | | | \$ 116,337 | | \$ 117,103 | 0.7% |

Elizabethtown Gas
Base and Total Revenues at Present and Proposed Rates

| <u>Component</u> (a) | <u>Amount</u> (b) | <u>Units</u> (c) | <u>Present Rates</u> | | <u>Rate</u> (f) | <u>Revenue</u> (g) | <u>Increase</u> (h) |
|------------------------------|----------------------|-----------------------------|----------------------|-----------------------|--------------------|-----------------------|------------------------|
| | | | <u>Rate</u> (d) | <u>Revenue</u> (e) | | | |
| | | | <u>NGV</u> | | <u>NGV</u> | | |
| <u>Natural Gas Vehicle</u> | | | | | | | |
| Distribution Charge | 154,800 | Therms | \$ 0.3303 | \$ 51,130 | \$ 0.3303 | \$ 51,130 | |
| Fueling Charge | 154,800 | Therms | 0.3600 | 55,728 | 0.3600 | 55,728 | |
| Facilities Charge | 154,800 | Therms | 0.2987 | 46,239 | 0.2987 | 46,239 | |
| Total Base Revenues | | | | \$ 153,097 | | \$ 153,097 | 0.0% |
| | | Other Revenues | | \$ 76,864 | | \$ 76,864 | |
| | | Total Class Revenues | | \$ 229,961 | | \$ 229,961 | 0.0% |
| <hr/> | | | | | | | |
| | | | <u>Gas Lights</u> | | <u>Gas Lights</u> | | |
| <u>Gas Lights</u> | | | | | | | |
| Service Charge | 0 | Mantles | \$ - | \$ - | \$ - | \$ - | |
| Distribution | 28,800 | Therms | 0.4137 | 11,915 | 0.4485 | 12,917 | |
| Total Base Revenues | | | | \$ 11,915 | | \$ 12,917 | 8.4% |
| | | Other Revenues | | \$ 10,715 | | \$ 10,715 | |
| | | Total Class Revenues | | \$ 22,630 | | \$ 23,632 | 4.4% |
| <hr/> | | | | | | | |
| | | | <u>IS</u> | | <u>IS</u> | | |
| <u>Interruptible Service</u> | | | | | | | |
| Customer Charge | 12 | Bills | \$ 333.13 | \$ 3,998 | \$ 333.13 | \$ 3,998 | |
| Demand Charge | 119,988 | Therms | 0.076 | 9,119 | 0.076 | 9,119 | |
| Distribution | 0 | Therms | - | - | - | - | |
| Total Base Revenues | | | | \$ 13,117 | | \$ 13,117 | 0.0% |
| | | Other Revenues | | \$ 1,857,647 | | \$ 1,857,647 | |
| | | Total Class Revenues | | \$ 1,870,763 | | \$ 1,870,763 | 0.0% |

Elizabethtown Gas
Base and Total Revenues at Present and Proposed Rates

| Component (a) | Amount (b) | Units (c) | Present Rates | | Rate (f) | Revenue (g) | Increase (h) |
|----------------------------|---------------|-----------------------------|----------------|---------------------|----------------|---------------------|-----------------|
| | | | Rate (d) | Revenue (e) | | | |
| | | | <u>ITS-LVD</u> | | <u>ITS-LVD</u> | | |
| <u>ITS-LVD</u> | | | | | | | |
| Customer Charge | 492 | Bills | \$ 589.50 | \$ 290,034 | \$ 589.50 | \$ 290,034 | |
| Demand Charge | 5,966,520 | Therms | 0.2930 | 1,748,190 | 0.2930 | 1,748,190 | |
| Distribution | 41,652,960 | Therms | 0.0791 | 3,294,749 | 0.0791 | 3,294,749 | |
| Total Base Revenues | | | | \$ 5,332,973 | | \$ 5,332,973 | 0.0% |
| | | Other Revenues | | \$ 1,488,326 | | \$ 1,488,326 | |
| | | Total Class Revenues | | \$ 6,821,300 | | \$ 6,821,300 | 0.0% |

| | | | | | | | |
|----------------------------|---------|-----------------------------|---------------|-------------------|---------------|-------------------|-------------|
| | | | <u>ITS-IS</u> | | <u>ITS-IS</u> | | |
| <u>ITS-LVD</u> | | | | | | | |
| Customer Charge | 132 | Bills | \$ 589.50 | \$ 77,814 | \$ 589.50 | \$ 77,814 | |
| Demand Charge | 240,012 | Therms | 0.0800 | 19,201 | 0.0800 | 19,201 | |
| Distribution | 0 | Therms | - | - | - | - | |
| Total Base Revenues | | | | \$ 97,015 | | \$ 97,015 | 0.0% |
| | | Other Revenues | | \$ 218,221 | | \$ 218,221 | |
| | | Total Class Revenues | | \$ 315,236 | | \$ 315,236 | 0.0% |

TOTAL SYSTEM BASE DISTRIBUTION REVENUES **\$ 158,236,758** **\$ 171,525,483** **8.4%**

TOTAL SYSTEM REVENUES **\$ 284,071,984** **\$ 297,360,710**

Other Revenues

| | | |
|-----------------------------|---------------------|---------------------|
| Service Charges | \$ 1,600,476 | \$ 1,613,232 |
| Special Contracts | 1,220,101 | 1,220,101 |
| Total Other Revenues | \$ 2,820,577 | \$ 2,833,333 |

TOTAL SYSTEM INCLUDING OTHER REVENUES **\$ 286,892,561** **\$ 300,194,043** **4.6%**

| | |
|-----------------|-------------------|
| INCREASE | 13,301,482 |
| TARGET INCREASE | <u>13,300,000</u> |
| Difference | \$1,482 |

Monthly Bill Comparisons
Revenue Increase (\$M) \$13.3

| <u>Usage</u> <u>Therms</u> | <u>6/1/2017</u> <u>Present</u> <u>Rates / Bill *</u> | <u>2016 RATE CASE</u> <u>Proposed</u> <u>Rates / Bill **</u> | <u>Increase /</u> <u>(Decrease)</u> | <u>Percent</u> <u>Change</u> | |
|--|--|--|--|---------------------------------|--------|
| <u>Residential Distribution Service (RDS)</u> | | | | | |
| Service Charge | \$7.99 | \$8.50 | \$0.51 | | |
| Distribution Charge, per Therm | \$0.3453 | \$0.3967 | \$0.0514 | | |
| Other Riders, per Therm | \$0.3930 | \$0.3930 | \$0.0000 | | |
| Total Dist & Rider Rates | \$0.7383 | \$0.7897 | \$0.0514 | | |
| 10 | \$15.37 | \$16.40 | \$1.02 | 6.7% | |
| 50 | \$44.91 | \$47.99 | \$3.08 | 6.9% | |
| 100 | \$81.82 | \$87.47 | \$5.65 | 6.9% | |
| 250 | \$192.57 | \$205.93 | \$13.36 | 6.9% | |
| Annual | | | | | |
| 1,000 | \$834.18 | \$891.70 | \$57.52 | 6.9% | |
| <u>Small General Service (SGS)</u> | | | | | |
| Service Charge | \$16.13 | \$21.97 | \$5.84 | | |
| Distribution Charge, per Therm | \$0.3592 | \$0.3586 | (\$0.0006) | | |
| Riders, per Therm | \$0.3930 | \$0.3930 | \$0.0000 | | |
| Total Dist & Rider Rates | \$0.7522 | \$0.7516 | (\$0.0006) | | |
| 10 | \$23.65 | \$29.49 | \$5.83 | 24.7% | |
| 50 | \$53.74 | \$59.55 | \$5.81 | 10.8% | |
| 100 | \$91.35 | \$97.13 | \$5.78 | 6.3% | |
| 250 | \$204.18 | \$209.87 | \$5.69 | 2.8% | |
| Annual | | | | | |
| 1,000 | \$945.76 | \$1,015.24 | \$69.48 | 7.3% | |
| <u>General Delivery General Service (GDS)</u> | | | | | |
| Service Charge | \$19.97 | \$28.96 | \$8.99 | | |
| Demand Charge per Therm | \$0.810 | \$0.808 | (\$0.002) | | |
| Distribution Charge, per Therm | \$0.2207 | \$0.2149 | (\$0.0058) | | |
| Riders, per Therm | \$0.5506 | \$0.5506 | \$0.0000 | | |
| Total Dist & Rider Rates | \$0.7713 | \$0.7655 | (\$0.0058) | | |
| <u>DCQ</u> | | | | | |
| 25 | 500 | \$425.87 | \$431.91 | \$6.04 | 1.4% |
| 50 | 1,000 | \$831.77 | \$834.86 | \$3.09 | 0.4% |
| 100 | 2,000 | \$1,643.57 | \$1,640.76 | (\$2.81) | (0.2%) |
| 125 | 2,500 | \$2,049.47 | \$2,043.71 | (\$5.76) | (0.3%) |
| Annual | | | | | |
| 498 | 10,000 | \$8,356.02 | \$8,404.90 | \$48.88 | 0.6% |

Demand Charge Load Profile 66.0%

* Present rates include a per therm assessment component.

** 2016 Rate Case rates do not include a per therm assessment component.

**AGL ELIZABETHTOWN GAS
COMPUTATION OF DEPECIATION ACCRUAL RATES
BASED ON DEPRECIABLE INVESTMENT AT 12-31-15**

| <u>Account Description</u> | <u>Accrual Accrual Rate</u> |
|---|---------------------------------|
| PRODUCTION PLANT | |
| 304.2 Land Rights | 4.14% |
| 311.0 Liquefied Petroleum Gas Equipment | 2.88% |
| 320.0 Other Equipment | 28.37% |
| Total Production | 21.36% |
| STORAGE PLANT | |
| 361.0 Structures & Improvements | 2.22% |
| 362.0 Gas Holders - Natural Gas | 1.54% |
| 362.1 Gas Holders - LNG | 1.54% |
| 363.1 Liquefaction Equipment | 2.86% |
| 363.2 Vaprozation | 2.86% |
| 363.4 M&R Equipment | 2.86% |
| Total Storage | 2.86% |
| TRANSMISSION PLANT | |
| 365.2 Rights Of Way | 0.89% |
| 367.0 Mains | 1.89% |
| 369.0 Measuring And Regulating St | 2.74% |
| 371.0 Other Equipment | 4.45% |
| Total Transmission | 2.07% |
| DISTRIBUTION PLANT | |
| 374.0 Land Right and Rights of Way | 1.14% |
| 375.0 Structures & Improvements | 4.52% |
| 376.0 Mains - All | 1.36% A/ |
| 378.0 M&R Stations General | 1.63% A/ |
| 379.0 M&R Stations City Gate | 1.70% A/ |
| 380.0 Services - All | 1.88% A/ |
| 381.0 Meters - All | 2.66% A/ |
| 382.0 Meter Installation | 1.70% |
| 383-384 House Regulators and Installation | 2.48% |
| 385.0 Industrial M&R Equipment | 1.70% |
| 387.0 Other Equipment | 2.81% |
| Total Distribution | 1.64% |
| GENERAL PLANT - DEPRECIATED | |
| 390.0 Structures & Improvements | 2.56% |
| 392.0 Transportation Equipment | 6.79% |
| 392.1 Vehicles | 10.13% |
| 392.2 Light Trucks | 11.75% |
| 392.3 Heavy Trucks | 8.54% |
| 394.1 Natural Gas Vehicle Stations | 5.02% |
| 396.0 Power Operated Equipment | 6.98% |
| 396.1 Power Operated - Tractors | 9.96% |
| Total General Depreciated | 6.18% |

**AGL ELIZABETHTOWN GAS
COMPUTATION OF DEPECIATION ACCRUAL RATES
BASED ON DEPRECIABLE INVESTMENT AT 12-31-15**

| Account Description | Accrual Accrual Rate |
|--|---------------------------------|
| GENERAL PLANT - AMORTIZED | |
| 391.0 Office Furniture And Equipment | 5.00% |
| 391.10 Computer Equipment | 20.00% |
| 391.11 Computer Equipment and Software | 14.29% |
| 391.12 Computer Hardware | 14.29% |
| 391.2 Enterprise Systems 10 Yr. | 10.00% |
| 391.5 Individual Equipment | 20.00% |
| 393.0 Stores Equipment | 4.00% |
| 394.0 Tools Shop And Garage Equip | 5.00% |
| 395.0 Laboratory Equipment | 5.00% |
| 397.0 Communication Equipment | 5.00% |
| 398.0 Miscellaneous Equipment | 5.00% |
| Total General Amortized | 12.32% |
| Total General Depreciated & Amortized | 9.49% |
| Total Depreciable & Amortized GL | 2.22% |

Amortization of Reserve Deficit - Five Year Amortization

| | |
|--|---------|
| 391 Office Furniture And Equipment | 640 |
| 391.1 Computer Equipment | 11,778 |
| 391.11 Computer Equipment and Software | 82,635 |
| 391.12 Computer Hardware | 9,786 |
| 391.2 Enterprise Systems 10 Yr. | 725,468 |
| 391.5 Individual Equipment | 263 |
| 393 Stores Equipment | 1,613 |
| 394 Tools Shop And Garage Equip | 43,443 |
| 395 Laboratory Equipment | - |
| 397 Communication Equipment | 2,720 |
| 398 Miscellaneous Equipment | 16,589 |
| Total General Amortized | 894,934 |

A/ The five year average cost of removal and amortization of non-legal ARO are included in the depreciation rates

CUSTOMER SERVICE STANDARDS

The Company will submit to Rate Counsel and BPU Staff a quarterly report providing the results of the Company's monthly performance in relation to the following metrics:

1. Call Center

(A) Average Speed of Answer (ASA)

Measure: ASA

Benchmark: 80% of calls answered within 30 seconds

Definition: Measured in seconds from time when a customer indicates the desire to speak to a representative to when the representative picks up the phone. Includes abandoned calls.

(B) Abandoned Call Percentage (ACP)

Measure: ACP

Benchmark: 5% or less of calls abandoned

Definition: The number of calls to the IVR system that are terminated by the caller before reaching the selected destination, whether a department or a representative.

With each quarterly report, Elizabethtown will report on the number of non-managerial call center customer service agents employed by Elizabethtown during the relevant quarterly period.

2. Meter Reading and Billing

(A) Meter Reading

Measure: Percentage of meters read

Benchmark: 95% of meters read

Definition: The percentage of meters actually read on cycle.

(B) Billing

Measure: Billing Accuracy

Benchmark: 20 or fewer rebills per 1,000 customers

Definition: The number of rebills per 1,000 customers measured as all bills mailed to customers that are later adjusted, cancelled or re-issued for any amount or reason.

3. Safety and Reliability

(A) Safety

Measure: Leak Response Time

Benchmark: 95% of calls responded to within 60 minutes

Definition: Leak, odor and emergency call response measured from the initial customer call to the time qualified personnel arrive at the location to either assess or implement a "make safe" condition.

Exception reporting:

*Provide a quarterly report to the BPU for all calls that are not responded to within 60 minutes, giving the reasons for the delay.

*Elizabethtown will disaggregate the metric information to present leak response times in the Northwest Division separately.

(B) Reliability

Measure: Percentage of service appointments met

Benchmark: 95% + of service appointments met

Definition: The percentage of appointments completed on the day scheduled. Includes appointments for meter installations, disconnects and reconnects, billing investigations, initial and final meter reads. Excludes regularly scheduled meter reads, gas leaks/emergencies/outages, and appointments missed by the customer.

4. Overall Customer Service and Satisfaction

(A) BPU Complaints

Measure: Customer complaints/contacts to the BPU

Benchmark: Less than 1 complaint/contact per 1,000 customers annually

Definition: The number of verbal or written complaints/contacts made to the BPU, not including complaints to ETG, which are measured as an annual average number of complaints per 1,000 customers. The

Company also shall report BPU complaints by root cause category, such as billing, collection, etc.

The Company will also report how many:

- Complaints are resolved by deferred payment arrangements;
- Complaints that originate with customers who are already on deferred payment arrangements; and
- Complaints from customers who participate in assistance programs such as LIHEAP (the Low Income Home energy Assistance Program) or otherwise.

(B) Customer Satisfaction with Telephone and Field Personnel

Measure: Customer satisfaction with telephone and field personnel

Benchmark:N/A

Definition: Quarterly Polaris survey of customers that have contacted the Company and spoken with a representative.

ELIZABETHTOWN GAS
B. P. U. NO. 15 – GAS

ELIZABETHTOWN GAS
TARIFF FOR GAS SERVICE

Date of Issue: xx1

Effective: Service Rendered
on and after xx2

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities
Dated xx3 in Docket No. xx4

TABLE OF CONTENTSSheet No.

TERRITORY SERVED

STANDARD TERMS AND CONDITIONS – Sections 1 – 19

1. GENERAL

- 1.01 – Applicability
- 1.02 – Termination or Revision of Tariff
- 1.03 – Agents
- 1.04 – Application of Tariff
- 1.05 – Inspection of Tariff

2. OBTAINING SERVICE

- 2.01 – Application for Service
- 2.02 – Form of Application
- 2.03 – Selection of Rate
- 2.04 – Deposit and Guarantee
- 2.05 – Planning Area Certification for Extensions
- 2.06 – Permits
- 2.07 – Temporary Service
- 2.08 – Authorization to Turn On Gas to the Meter

3. EXTENSIONS OF MAINS AND/OR SERVICE LINES

- 3.01 – Definitions and General Provisions
- 3.02 – Charges for Extensions
 - 1) Residential, Firm Commercial or Firm Industrial Extensions
 - 2) Land Development Extensions
 - 3) Interruptible and Alternate Fuel Extensions

4. SERVICE CONNECTIONS

- 4.01 – General
- 4.02 – Change in Existing Installations

Date of Issue: xx1

Effective: Service Rendered
on and after xx2

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities
Dated xx3 in Docket No. xx4

TABLE OF CONTENTS
(continued)Sheet No.

5. METERS AND ASSOCIATED EQUIPMENT

5.01 – General

5.02 – Customer's Responsibility

5.03 – Automatic Meter Reading Equipment (AMR)

6. CUSTOMER'S INSTALLATION

6.01 – General

6.02 – Equipment, Piping and Installation

6.03 – Back Pressure and Suction

6.04 – Adequacy and Safety of Installation

7. METER READINGS AND BILLING

7.01 – General

7.02 – Correction for Pressure and/or Temperature

7.03 – Therm Conversion Factor

7.04 – Billing Period

7.05 – Proration of Monthly Charges

7.06 – Estimated Bills and Discontinuance of Service for Excessive
Estimated Reads

7.07 – Billing Adjustments Due to Inaccurate Meter Recordings

7.08 – Separate Billing for Each Installation

7.09 – Sale for Resale of Gas Service and Sub-Metering

7.10 – Payment of Bills

7.11 – Reimbursement of Expense for Processing Uncollectible Checks

7.12 – Beginning and Ending Service

7.13 – Budget Plan

8. LEAKAGE

9. ACCESS TO PREMISES

10. RIGHT TO SUSPEND, CURTAIL, OR DISCONTINUE SERVICE

Date of Issue: xx1

Effective: Service Rendered
on or after xx2Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083Filed Pursuant to Order of the Board of Public Utilities
Dated xx3 in Docket No. xx4

TABLE OF CONTENTS
(continued)Sheet No.

- 11. RECONNECTION AND TAMPERING CHARGES
 - 11.01 – Reconnection and Collection Charges
 - 11.02 – Tampering Charge
 - 11.03 – Diversion of Service
- 12. CONTINUITY OF SERVICE
- 13. LIMITATION OF SERVICE AVAILABILITY
- 14. CHARACTERISTICS OF SUPPLIED GAS
- 15. GENERAL
 - 15.01 – Inspection of Customer Facilities
 - 15.02 – Force Majeure
- 16. GAS CURTAILMENT PLAN
 - 16.01 – Purpose
 - 16.02 – Definition of Essential Gas Users
 - 16.03 – Actions Required Before Implementation of the Gas Curtailment Plan
 - 16.04 – Curtailment Plan Action Steps
 - 16.05 – Appropriation of End User Transportation Gas
 - 16.06 – Liability Exclusion
- 17. UNAUTHORIZED GAS USE
- 18. NEW JERSEY SALES AND USE TAX
- 19. NEGOTIATED RATES, TERMS AND CONDITIONS

Date of Issue: xx1

Effective: Service Rendered
on and after xx2Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083Filed Pursuant to Order of the Board of Public Utilities
Dated xx3 in Docket No. xx4

TABLE OF CONTENTS
 (continued)

SERVICE CLASSIFICATIONS LISTED BELOW ARE AVAILABLE IN
 THE ENTIRE TERRITORY SERVED BY ELIZABETHTOWN GAS

TYPES OF SERVICES

| <u>Applicable to:</u> | <u>Service Classifications</u> | <u>Sheet No.</u> |
|---|---------------------------------------|------------------|
| Residential Customers | Residential Delivery Service | RDS |
| Commercial, Industrial, Multi-Family, Governmental, Religious Institutions, Hospitals and Nursing Home Customers using less than 5,000 therms per year as determined in the classification | Small General Service | SGS |
| Commercial, Industrial, Multi-Family, Governmental, Religious Institutions, Hospitals and Nursing Home Customers using 5,000 or more therms per year as determined in the classification | General Delivery Service | GDS |
| Commercial and Industrial Service | Natural Gas Vehicle Service | NGV |
| Commercial and Industrial Customers | Large Volume Demand Service | LVD |
| Commercial & Industrial Service | Electric Generation Firm Service | EGF |
| All Customers | Unmetered Outdoor Gas Lighting | GLS |
| Commercial & Industrial Service | Interruptible Cogeneration Service | CSI |
| Commercial and Industrial Service | Interruptible Service | IS |
| Industrial and Public Utility Customers | Contract Service | CS |
| Industrial Service | Supplemental Interruptible Service | SIS |

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 on and after xx2

Issued by: Brian MacLean, President
 520 Green Lane
 Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities
 Dated xx3 in Docket No. xx4

TABLE OF CONTENTS
(continued)

SERVICE CLASSIFICATIONS LISTED BELOW ARE AVAILABLE IN
THE ENTIRE TERRITORY SERVED BY ELIZABETHTOWN GAS

TYPES OF SERVICES

| <u>Applicable to:</u> | <u>Service Classifications</u> | <u>Sheet No.</u> |
|---|--------------------------------------|------------------|
| Commercial and Industrial Service | Firm Transportation Service | FTS |
| Industrial Customers | Interruptible Transportation Service | ITS |
| Brokers, Marketers, Third Party Suppliers | Third Party Suppliers Service | TPS |

Date of Issue: xx1

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on and after xx2

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities
Dated xx3 in Docket No. xx4

TABLE OF CONTENTS
(continued)RIDERS:Sheet No.

Rider "A" - Basic Gas Supply Service ("BGSS")

Rider "B" - Weather Normalization Clause ("WNC")

Rider "C" – On-System Margin Sharing Credit ("OSMC")

Rider "D" – Societal Benefits Charge ("SBC")

I. New Jersey Clean Energy Program ("CEP")

II. Remediation Adjustment Clause ("RAC")

III. Universal Service Fund ("USF") and Lifeline Components

Rider "E" - Energy Efficiency Program ("EEP")

Rate Summaries

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520 Green Lane
Union, New Jersey 07083Filed Pursuant to Order of the Board of Public Utilities
Dated xxx3 in Docket No. xx4

ELIZABETHTOWN GAS
B. P. U. NO. 15 – GAS

ORIGINAL SHEET NO.

TERRITORY SERVED
WHOLLY WITHIN THE STATE OF NEW JERSEY

ELIZABETHTOWN DIVISION

NORTHWEST DIVISION

Middlesex County

1. Carteret
2. Edison (part)
3. Metuchen
4. Perth Amboy
5. Woodbridge
- Avenel
- Colonia
- Fords
- Iselin
- Keasbey
- Port Reading
- Sewaren

Union County

1. Clark
2. Cranford
3. Elizabeth
4. Fanwood
5. Garwood
6. Hillside
7. Kenilworth
8. Linden
9. Mountainside
10. Rahway
11. Roselle
12. Roselle Park
13. Scotch Plains
14. Union
15. Westfield
16. Winfield
17. Winfield Park

Hunterdon County (Southern District)

1. Alexandria
2. Bethlehem
3. Bloomsbury
4. Califon
5. Clinton (Town)
6. Clinton (Twp.)/ Annandale
7. Delaware
8. East Amwell/ Ringoes
9. Flemington
10. Franklin
11. Frenchtown
12. Glen Gardner
13. Hampton
14. High Bridge
15. Holland
16. Kingwood (Twp.)
17. Lambertville
18. Lebanon (Bor.)
19. Lebanon (Twp.)/Stockton
20. Milford (Bor.)
21. Raritan
22. Readington (part)
23. Stockton
24. Union
25. West Amwell

Mercer County (Southern District)

1. Hopewell (Bor.)
2. Hopewell (Twp. Part)
3. Lawrence
4. Pennington

Morris County (Central District)

1. Mount Olive (Twp. Part) / Budd Lake
2. Washington (Twp. Part) / Long Valley

Sussex County

(Northern District)

1. Andover (Bor.)
2. Andover (Twp.)
3. Branchville
4. Frankford
5. Franklin (Bor.)
6. Fredon
7. Green
8. Hamburg
9. Hampton
10. Hardyston
11. Lafayette
12. Newton
13. Ogdensburg
14. Sparta
15. Sussex
16. Vernon
17. Wantage

Warren County

(Central District)

1. Allamuchy
2. Alpha
3. Belvidere
4. Franklin
5. Greenwich
6. Hackettstown
7. Harmony
8. Independence
9. Lopatcong
10. Mansfield
11. Oxford
12. Phillipsburg
13. Pohatcong
14. Washington (Bor.)
15. Washington (Twp.)
16. White

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STANDARD TERMS AND CONDITIONS

1. GENERAL

1.01 - Applicability

These Standard Terms and Conditions, filed as part of the Tariff of Elizabethtown Gas (hereinafter referred to as “Gas Company” or “Company”), set forth the terms and conditions under which service is rendered and will be supplied. They govern all classes of service to the extent applicable and are made a part of all agreements for the supply of gas service unless specifically modified by the terms of a particular service classification or by special terms written in and made a part of a contract for service.

Failure by the Gas Company to enforce any provisions, terms, or conditions set forth in this Tariff shall not be deemed a waiver thereof.

Per the New Jersey Administrative Code (“N.J.A.C.”) 14:3 (“Chapter”) Section 14:3-1.3(i) Tariffs states: If there is any inconsistency with this Chapter and a tariff, these rules shall govern, except if the tariff provides for more favorable treatment of customers than does this Chapter, in which case the tariff shall govern.

1.02 – Termination or Revision of Tariff

This Tariff is subject to the orders of the Board of Public Utilities of the State of New Jersey (hereinafter referred to as “Board” or “BPU”), effective as of this date or as may be promulgated and become legally effective in the future.

Gas Company reserves the right at all times and in any manner permitted by law and the applicable rules and regulations of the Board to terminate, change or modify by revision, amendment, supplement, or otherwise, this Tariff or any part thereof, or any revision, amendment or supplement thereto. All contracts for service are accepted subject to the above reservations.

1.03 – Agents

No representative or agent of Gas Company has the authority to modify, alter, or waive any provision contained in this Tariff or to bind Gas Company by any promise or representation thereto.

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Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities
Dated xx3 in Docket No. xx4

1.04 – Application of Tariff

Receipt of gas service from Gas Company makes the receiver a “Customer”, as defined in Section 2.01 hereof. However, Gas Company will not be required to continue to render service unless, if upon request of Gas Company, (a) Customer makes, or has made, an application for service in accordance with the Standard Terms and Conditions set forth herein and (b) such application is accepted by Gas Company in accordance with the terms of said Standard Terms and Conditions.

Service furnished by Gas Company prior to its acceptance of Customer’s application shall, nevertheless, be charged for at the rates contained in the applicable service classification. The applicable service classification, in a case where more than one service classification might apply and Customer has failed to make a selection, shall be that service classification which in the sole judgement of Gas Company is most advantageous to Customer. (See Section 2.03)

1.05 – Inspection of Tariff

The tariff is available to all customers for public inspection in each office where applications for service may be made. The Tariff is also available for review or copying at the Company’s website at www.Elizabethtowngas.com.

2. OBTAINING SERVICE2.01 – Application for Service

An application for service may be made at any commercial office of Gas Company, either in person, by mail, by telephone, or by any other means made available by the Company. A written application form or agreement may be required from any person, firm, organization, partnership, corporation, or otherwise, applying for or using gas service (hereinafter referred to as “Customer”). If the Company requires a written application, the application may be subsequently submitted to the Customer for signature. There will be a \$15.00 administration charge to establish service to a new customer or re-establish service to an existing customer.

Applicant(s) may be required by the Gas Company to supply proof of identity and prior address. Any such requirement to provide proof of identity or prior address shall be in accordance with the provisions of N.J.A.C. 14:3-3.2 as may be amended or superseded.

Separate application may be required in each case where gas service is applied to the same person, firm, organization, partnership, corporation, or otherwise, at two or more non-contiguous properties. For purposes of applying these rates, service at each non-contiguous location shall be considered as service to a separate customer.

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Dated xx3 in Docket No. xx4

Customer shall state, at the time of making application for service, the conditions under which service will be required. Customer may be required to sign an agreement covering special circumstances necessary for the supply of service in accordance with Customer's requirements. In the case in which the Customer signs a main and/or service extension agreement and subsequently does not install any of the indicated equipment within a reasonable time, not to exceed one year, or purchase the requested quantities of gas, the Company reserves the right to charge the customer for the full cost of providing the service and main, as applicable.

Gas Company reserves the right to place limitations on the amount and character of gas service it will supply; to refuse service to new Customers or to existing Customers for additional load, if unable to obtain the necessary equipment and facilities to supply such service; to reject applications for service or additional service where such service is not available or where such service might affect the supply of gas to other Customers; or for other good and sufficient reasons.

2.02 – Form of Application

Standard applications or agreements to supply gas service shall be in accordance with the particular service classification. Agreements for longer term than that specified in the service classification may be required where large or special investment is necessary to supply service, where special facilities are required to serve a Customer, or where the hourly capacity of the Gas Company's facilities required to serve the customer's demand, in the opinion of the Gas Company, may be out of proportion to the monthly or annual use of gas service for occasional, intermittent, or low load factor purposes. Gas Company reserves the right to require contributions towards the investment required for such service and to establish such minimum charges and facilities charges as may be equitable under the circumstances involved.

2.03 – Selection of Rate

Gas Company will assist in the selection of the available rate which is most desirable from the standpoint of Customer. However, the responsibility for making the selection shall, at all times, rest with Customer. Any advice given by Gas Company will be based on Customer's statements.

Customer may request Gas Company to change the service classification under which they are billed. However, Gas Company shall not be obligated to make such a change more than once in 12 calendar months even though Customer may qualify for service under more than one service classification.

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Dated xx3 in Docket No. xx4

2.04 – Deposit and Guarantee

Where an applicant's credit is not established, where the credit of a Customer with Gas Company has become impaired, or where Gas Company deems it necessary for other reasons, a deposit or other guarantee satisfactory to Gas Company may be required as security for the payment of future and final bills for gas service and other charges resulting from the rendering of gas service before Gas Company will commence or continue to render service. Service shall not be discontinued for failure to make such deposit, unless said deposit had been included on prior bills, or notices to the customer. All requests for deposits shall be in accordance with N.J.A.C. 14:3-3.4.

All deposits shall bear simple interest at the rate equal to the average yield on new six-month Treasury Bills for the twelve month period ending each September 30 and shall be paid by the utility on all deposits held by it. Said rate shall become effective on January 1 of the following year. The Board shall perform the annual calculation to determine the applicable interest rate and shall notify the Gas Company of said rate.

Interest accrued from deposits for Residential Service accounts shall be credited to Customer's bill, unless the Customer requests a separate check, at least once during a 12-month period for such service rendered or to be rendered. Customers not purchasing gas under the Residential Service classification will be refunded interest accrued from their service deposit at the time that the deposit is refunded to the Customer. A deposit shall bear interest until it is returned or applied to an outstanding balance.

Gas Company shall review a residential customer's account at least once every year and non-residential customer's account at least once every two years and if such review indicates that a customer has established good credit, the Gas Company will apply the deposit to the outstanding balance on the customers' account, unless the Customer requests a separate check.

Gas Company reserves the right to apply a deposit, plus accrued interest on said deposit, against unpaid bills for service or other charges resulting from the rendering of gas service. If such action is taken and the customer continues to receive gas service the Customer shall be required to restore the deposit to the original amount or such other reasonable amount as Gas Company may determine. If the account is closed only the remaining balance will be refunded.

Gas Company shall have a reasonable time in which to read meters and to ascertain that all the obligations of Customer have been fully performed before being required to refund any deposit, in accordance with N.J.A.C. 14:3-3.5.

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2.05 – Planning Area Certification for Extensions

The Gas Company, prior to accepting application for new or upgraded gas service, will determine the planning area in which service is being requested. Such planning areas are as designated by the New Jersey State Planning Commission in accordance with N.J.A.C. 5:85-1.4.

A deposit or contribution in aid of construction may be required towards the Cost of installing an Extension, as set forth in Section 3 of these Standard Terms and Conditions.

2.06 – Permits

The Gas Company shall obtain or cause to be obtained all easements, licenses or permits necessary to enable the Gas Company or its agents access to connect its mains to the Customer's equipment. This shall be construed to mean all permits and certificates, municipal or otherwise, required by law or the Gas Company's rules. The Gas Company shall not be obliged to furnish service unless and until such permits, instruments, consents and certificates shall have been delivered to the Company. The Company reserves the right to require that Customer obtain or cause to be obtained all easements, licenses, or permits necessary to enable the Company or its agents access to connect its mains to the Customer's equipment.

The Customer may be responsible for payment of the amount by which such easements, licenses or permit fees exceeds \$15.00. Payment shall be made prior to the Company filing for said documents.

By making application for service, Customer grants to Gas Company a right-of-way for its lines and other facilities, across, over, under or along the property owned or controlled by Customer, to the extent that the same is necessary to enable Gas Company to render service to premises.

2.07 – Temporary Service

Where service is to be used for a limited period, the use of the service shall be classified as temporary and Customer shall be required to assume the actual cost of the facilities required to furnish service and also their connection and removal, which shall not be less than twice the minimum charge per month for residential service. The minimum period for billing of gas consumption shall be one (1) month. Temporary service will be furnished only where Gas Company's facilities are suitable and quantity of gas is available without in any way interfering with other Customers of Gas Company.

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Dated xx3 in Docket No. xx4

2.08 – Authorization to Turn On Gas to the Meter

Only duly authorized employees or agents of Gas Company shall be permitted to turn on gas.

3. EXTENSIONS OF MAINS AND/OR SERVICE LINES3.01 – Definitions and General Provisions

The following definitions shall apply when referring to Extensions:

Applicant For An Extension – means a person that has applied to the appropriate regulated entity, as defined in the N.J.A.C. 14:3-1.1 for construction of an Extension, as defined at N.J.A.C. 14:3-8.2 hereinafter referred to as Applicant.

Distribution Revenue – means the total revenue, plus related Sales and Use Tax, collected by a regulated entity from a Customer, minus, for a gas public utility as defined at N.J.A.C. 14:4-1.2, the Basic Gas Supply Service charges, plus related Sales and Use Tax on the Basic Gas Supply Service, assessed in accordance with the gas public utility's tariff. As applied to Extensions and/or upgrades, the Distribution Revenue shall be the incremental initial or actual total annual billings, as determined by the Gas Company, derived from the Applicant's and/or existing Customer's applicable Service Classification minus the Basic Gas Supply Service.

Extension – means the construction or installation of plant and/or facilities to convey service from existing or new plant and/or facilities to one or more new Customers, and also means the plant and/or facilities themselves. This term includes all plant and/or facilities for transmission and/or distribution, whether located overhead or underground, on a public street or right-of-way, or on a private property or private right-of-way, including the wire, poles or supports, cable, pipe, conduit or other means of conveying service from existing plant and/or facilities to each unit or structure to be served. For gas service, an Extension begins at the existing infrastructure, using system design standards as determined by the Gas Company, and ends at the meter, whose placement and location is determined solely by the Gas Company, and includes the meter as well as any upgrades to the existing infrastructure to serve one or more new and/or existing Customers.

Cost – means, with respect to the cost of construction of an Extension, actual and/or unitized expenses incurred for materials and labor (including both internal and external labor) employed in the design, purchase, construction, and/or installation of the Extension, including overhead directly attributable to the work, as well as overrides or loading factors such as those for mapping and design. The term does not include expenses for clerical, dispatching, supervision, or general office functions. Costs shall be determined by the Gas Company and shall include all Costs inclusive of items such as upgrades to the existing infrastructure as well as tax gross ups, inclusive of the applicable bonus depreciation credits per the Tax Reform Act of 1986, for contributions in aid of construction.

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Dated xx3 in Docket No. xx4

The Gas Company will construct, own, and maintain gas mains, services, meters and other appurtenances located before the premise side of the meter. Payments of monthly charges, deposits and/or a contribution in aid of construction shall not give the Applicant, existing Customer and/or depositor any interest in the facilities, the ownership being vested exclusively with the Gas Company.

Upon receipt of an application for service, the Company, in its sole discretion, will determine if a deposit or contribution in aid of construction is required based on the Applicant and/or existing Customer's location, service requirements, investment allowances and Costs. The allowances will be determined based on the equipment the Applicant and/or existing Customer represents will be installed as well as the intended hours of operation. The Costs will be based upon normal conditions and service offerings. Such Costs may be increased for unusual Customer requirements or unforeseen conditions, such as excessive rock or other unknown conditions found during excavation. In such cases, the Gas Company may require an additional deposit and/or contribution in aid of construction.

The deposit amount shall be subject to refund, if applicable, as outlined below, except that refunds shall be a function of the Distribution Revenue generated over a pre-determined base. In addition, a contribution in aid of construction may be required for Company approved Customer requests and/or required services above standard services such as those described in Sections 5.03 and 7.02 of this tariff or requests to place a meter at a location other than that designated by the Gas Company. In lieu of a deposit and/or contribution in aid of construction, the parties may agree upon a revenue guarantee.

3.02 – Charges for Extensions

1) Residential, Firm Commercial or Firm Industrial Extensions

The Gas Company will install Extensions to serve individual permanent Applicants and/or existing Customers free of charge where the Cost of such Extensions does not exceed ten (10) times the estimated annual Distribution Revenue to be realized from such Extensions. Deposits shall be calculated as the difference between the Extension Costs and the initial Distribution Revenue times ten (10). However, the Company will waive the required deposit if it is less than \$500.

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Dated xx3 in Docket No. xx4

The required deposit shall be delivered to the Gas Company and remain, without interest, in the possession of Gas Company until such time as the actual Distribution Revenue from the particular Extension in an annual period, as measured from the month service begins for residential Customers and the month in which the deposit was received for all other Customers, exceeds the higher of the initial estimated and/or subsequent years highest actual Distribution Revenue. At such time any such excess shall be refunded to the depositor, on a ten (10) to one (1) basis times the tax gross up factor used when the deposit was taken. Refunds made in succeeding years will be computed as above until such time as accumulated refunds are equal to, but not in excess of the sum deposited. All deposits not returned to the Customer within a period of ten (10) years shall remain the property of Gas Company with no further obligation of refund.

2) Land Development Extensions

Where applications for Extensions into newly developed tracts of land are made by individuals, partnerships, or corporations interested in the development and sale of land and or building of structures but not as ultimate occupants, the Gas Company may require a deposit from the Applicant covering the entire Cost of installing the Extensions necessary to serve the tracts and/or structures.

Such Extension deposits are to be returned to the depositor, without interest, if during a ten (10) year period from the date of the original deposit, when and as new structures abutting on such Extensions are completed. Completion shall mean either the facilities gas equipment is installed and in full use for the foreseeable future, and/or the dwellings are occupied by bona-fide owners or responsible tenants who have entered into an agreement for use of service. Upon such completion, there shall be returned to the depositor an amount equal to ten (10) times the estimated annual or actual Distribution Revenue for each of the dwellings as described above times the tax gross up factor used when the deposit was taken. In subsequent years the refund shall be based on the higher of the initial estimated and/or subsequent years highest actual Distribution Revenue on a combined basis for each unit computed as above on a ten (10) to one (1) basis times the tax gross up factor used when the deposit was taken. In no event shall more than the original deposit be returned to the depositor. All deposits not returned to the Applicant within the ten (10) year period shall remain the property of Gas Company with no further obligation of refund.

3) Interruptible and Alternate Fuel Extensions

The Gas Company reserves the right to require any interruptible or alternate fuel Customer to contribute an amount equal to the entire cost of any new or upgraded facilities required to supply service. The Gas Company is under no obligation to refund any of the contribution but reserves the right in its sole judgment to do so where economics and revenue conditions warrant said action.

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Dated xx3 in Docket No. xx4

4. SERVICE CONNECTIONS

4.01 – General

Subject to the provisions of the Extensions of Mains and/or Service Lines section of this tariff, gas service will normally be supplied to each premise through a single service pipe, except where, in the judgment of Gas Company, it is deemed desirable to install more than one service pipe. The Gas Company may also choose to install multiple meters on one service pipe providing service to several premises. If more than one service is installed for the convenience of the Customer, each location will be considered as a separate Customer. In addition, at its expense and option, the Company may include a “customer valve” on the premise side of the meter on new, existing and/or re-established existing services. The ownership of the valve will be transferred to the Customer upon gas flowing through the valve.

4.02 – Change in Existing Installations

Any change in the location of the existing service pipe or meter set requested by Customer and approved by Gas Company shall be made at the expense of Customer. The Gas Company reserves the right to change the location of an existing service pipe or meter set to a placement and location determined solely by the Gas Company upon giving the Customer ten (10) days notice, unless it is done as part of an unforeseen repair or an upgrade to the main. The Gas Company shall bear all costs related to such changes including re-connecting pipes to the premise side of the meter and appurtenances related to any meter reading devices.

5. METERS AND ASSOCIATED EQUIPMENT

5.01 – General

Subject to the provisions of the Extensions of Mains and/or Service Lines section of this tariff, the Gas Company will furnish, install and maintain meters for each premise and/or service. In addition where appropriate, when a Customer has two or more service classifications, the Customer will have separate meters.

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Union, New Jersey 07083

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Dated xx3 in Docket No. xx4

Where more than one meter is installed in a premise, the readings of all such meters supplying a Customer under the same service classification may be combined for billing purposes. The Customer may be charged a monthly service charge for each meter even if said meters are combined for billing purposes.

5.02 - Customer's Responsibility

Customer shall provide and maintain, without charge to Gas Company, a suitable space for the metering and associated equipment. Such space shall be as near as practicable to the point of entrance of the service pipe, adequately ventilated, dry, free from corrosive vapors, not subject to extreme temperatures, free from appreciable vibrations or any other conditions that may impact the meter as well as being readily accessible to authorized employees or agents of Gas Company. In apartment houses, office buildings, townhouses or condominiums with multiple service, all meters shall, whenever possible, be grouped together. Adequate passageway, maintained free of obstacles and unsafe and hazardous conditions, shall be provided at all times.

Customer shall not tamper with or remove meters or other equipment or permit access thereto, except by authorized employees or agents of Gas Company.

With the exception of the "customer valve" on the premise side of the meter, when installed (see 4.01), all equipment furnished by the Gas Company shall remain its property and may be replaced whenever deemed necessary by the Gas Company or as required by the Board and may be removed by Gas Company at any time after discontinuance of service.

In case of loss or damage from the act or negligence of Customer or the Customer's agents, employees and or contractors, or of failure to return property supplied by Gas Company, Customer shall pay to Gas Company the value of such property.

5.03 – Automatic Meter Reading Equipment (AMR)

The Company in its sole discretion may install, at its expense, an AMR device to monitor a customer's gas consumption. However, when gas is to be delivered at a pressure in excess of the Company's standard gauge pressure noted in Section 7.02, or such equipment is required by the service classification under which the customer will receive service, the Company shall determine any necessary equipment inclusive of compensating and AMR devices to be installed at the customer's expense. When such devices require attachment to telephone and/or electric utilities, the Customer shall provide and pay for suitable connections unless the Company elects to make such connections. When an AMR device is requested by the Customer, the AMR device and any necessary appurtenances shall be installed at the Customer's expense if the installation is deemed feasible by the Company. Where feasible, the Company will make data from the AMR device or other equipment available to the Customer upon the signing of a **S**ervice Agreement.

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Dated xx3 in Docket No. xx4

Payments made by the Customer shall not give the Customer ownership of the equipment. All equipment remains the sole property of the Company. Installation of an AMR does not relieve the customer of the obligations of Sections 5.02 or 9.

6. CUSTOMER'S INSTALLATION

6.01 – General

No material change in the size, total capacity, or method of operation of Customer's equipment shall be made without previous written notice to the Gas Company and subsequent approval by the Gas Company.

The Gas Company will assume no responsibility for the condition of Customer's gas installation or for accidents, fires, or failures which may occur as the result of the condition of such gas installation.

Neither by inspection or non-rejection, nor in any other way, does the Gas Company give any warranty, expressed or implied, as to the adequacy, safety, or other characteristics of any structure, equipment, wires, pipes, appliances, or devices used by the customer.

Gas Company shall not be liable for damages to the Customer's equipment or injuries sustained by Customer due to the condition or character of Customer's facilities and equipment. The Gas Company will not be responsible for the use, care or handling of the gas delivered to Customer after same passes beyond the point at which the Company's service facilities connect to the customer's facility. Gas Company also shall not be liable for any claim for damage resulting from the supply, use, care or handling of the gas or from the presence or operation of the Company's structures, equipment, pipes or devices except for direct damages resulting from the Gas Company's negligence, recklessness or willful misconduct. The Gas Company will not be liable for special or consequential damages.

6.02 – Equipment, Piping and Installation

Customer appliances, piping and installations shall be made and maintained in accordance with the standards and specifications set forth in American National Standard, National Fuel Gas Code, ANSI Z223.1, and such other regulations as may be promulgated from time to time by any governmental agency having jurisdiction over the Customer's installation.

Date of Issue: xx1

Effective: Service Rendered
on and after xx2

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities
Dated xx3 in Docket No. xx4

6.03 – Back Pressure and Suction

When the nature of Customer's gas equipment is such that it may cause back pressure or suction in the piping system, meters, or other associated equipment of Gas Company, suitable protective devices, subject to inspection and approval by Gas Company, shall be furnished, installed, and maintained by Customer.

6.04 – Adequacy and Safety of Installation

Gas Company shall not be required to supply gas service until Customer's installation has been approved by the authorities, if any, having jurisdiction, and Gas Company further reserves the right to withhold its service or to discontinue its service whenever such installation, or part thereof, is deemed by Gas Company to be unsafe, inadequate or unsuitable for receiving service, to interfere with or impair the continuity or quality of service to Customer or others, or for other good and sufficient reason.

7. METER READINGS AND BILLING7.01 – General

Gas Company will select the type and make of metering equipment and may, from time to time, change or alter such equipment. It shall be the obligation of Gas Company to supply meters that will accurately and adequately furnish records for billing purposes. Bills will be based upon registration of Gas Company meters, except as otherwise provided for herein.

At such time as Gas Company may deem proper or as the Board may require, Gas Company will test its meters in accordance with the standards and bases prescribed by the Board. The performance of a test outside of these standards is at the Company's option. Any customer requesting such a meter test more than once in a twelve (12) month period shall be charged all related costs to test the equipment, inclusive but not limited to time and material costs with overhead factors for the second and subsequent tests. In the event of a dispute the Gas Company's meter will be presumed to be correct, subject to test results in accordance with N.J.A.C. 14:3-4.5 and 14:3-4.6.

7.02 – Correction for Pressure and/or Temperature

For purposes of measurement, a cubic foot of gas is that volume occupying one cubic foot (12" x 12" x 12") at the Company's standard gauge pressure of five (5) inches water column and at a temperature of 60°F.

Date of Issue: xx1

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on and after xx2

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities
Dated xx3 in Docket No. xx4

In any case where Gas Company measures or the Customer has requested that the gas delivered is at a pressure greater than five (5) inches of water column or at temperatures other than 60° F, the cubic feet of gas registered by the meter shall be subject to correction for billing purposes by the application of proper correction factors or by the use of pressure and/or temperature compensating devices, see 5.03.

7.03 – Therm Conversion Factor

Meter readings of Customers shall be converted from cubic feet to therms by applying a therm conversion factor. A therm is defined as a unit of heat energy equal to 100,000 British Thermal Units (B.T.U.'s). For billing purposes, the customer's gas usage in cubic feet will be converted to therms using a therm conversion factor representing the actual weighted average BTU value per 100 cubic feet of gas that was delivered into the Company's system in the second preceding calendar month as adjusted to a dry basis as reported each month to the Board in accordance with N.J.A.C. 14:6-3.2. This therm conversion factor expressed to precision of at least three decimal places, shall be applied in calculating bills on a service rendered basis. The Gas Company may, at its option, upon 30 day notice to Board and the New Jersey Division of Rate Counsel ("Rate Counsel or RC"), modify the calendar period used in determining the BTU factor, if it is modified toward or at a period closer to that of the Customer billing periods. In that event, the Company's reports to the Board concerning the BTU value of gas delivered into the Company's system shall contain sufficient detail to allow the Board to review the Company's calculation of therm conversion factors.

7.04 – Billing Period

Unless otherwise specified, the charges in this Tariff are stated on a "monthly" basis. The term "month" for billing purposes, shall mean a period of thirty (30) days.

Bills for service furnished will normally be rendered monthly. However, the Company reserves the right to bill bi-monthly. Gas Company also expressly reserves the right to render to any Customer bills based on meter reading periods which may be shorter than a month. Such bills will be prorated as provided in Section 7.05 hereof and are due as provided in Section 7.10 hereof.

7.05 – Proration of Monthly Charges

Except for temporary service accounts, the monthly charges for all initial bills, all final bills, and all bills for periods longer than five (5) days more, or shorter than five (5) days less, than the regular monthly billing period shall be prorated on the basis of a thirty-day month or the actual number of days in the billing period. For temporary service accounts, the minimum billing period for billing purposes shall be one month.

Date of Issue: xx1

Effective: Service Rendered
on and after xx2

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities
Dated xx3 in Docket No. xx4

7.06 – Estimated Bills and Discontinuance of Service for Excessive Estimated Reads

Where Gas Company is unable for any reason to read the meter, Gas Company reserves the right to estimate the amount of gas supplied based upon past usage and other information available and submit a bill determined on that basis. Such a bill shall be marked as to the fact that it is an estimated bill. During the summer period (defined here as May 15th through September 15th) the Gas Company may suspend the reading of manually read meters when the Company determines such suspension is necessary to permit the Company to redirect its work force to higher priority projects, provided, however, that the Company may not suspend meter readings for any individual customer for four (4) or more consecutive billing periods (monthly accounts) or two (2) or more consecutive billing periods (bimonthly and quarterly accounts). During such time the accounts will be billed based on estimated usage. Adjustment of Customer's estimated use to actual use shall be made when an actual reading is next obtained. Notwithstanding the above, the Gas Company reserves the right to discontinue gas service when a meter reading is not obtained in accordance with N.J.A.C. 14:3-7.2(e)(3) which states "When a utility estimates an account for four consecutive billing periods (monthly accounts), or two consecutive billing periods (bimonthly and quarterly accounts), the utility shall mail a notice marked "Important Notice" to the customer on the fifth and seventh months, respectively, explaining that a meter reading must be obtained and said notice shall explain the penalty for failure to complete an actual meter reading. After all reasonable means to obtain a meter reading have been exhausted, including, but not limited to, offering to schedule meter readings for evenings and on weekends, the utility may discontinue service provided at least eight months have passed since the last meter reading was obtained, the Board has been so notified and the customer has been properly notified by prior mailing. If service is discontinued and subsequently restored, the utility may charge a reconnection charge equal to the reconnection charge for restoring service after discontinuance for nonpayment."

7.07 – Billing Adjustments Due to Inaccurate Meter Recordings

When it is determined that the Gas Company's meter is inaccurate or defective, the use of gas service shall be determined by a test of the meter, or by registration of the meter set in its place during the period next following, or after due consideration of previous or subsequent properly measured deliveries. Whenever a meter is found to be registering fast by more than 2% an adjustment of charges shall be made in accordance with the provisions of N.J.A.C. 14:3-4.6.

If a meter is found to be registering less than 100% of the service provided, the Gas Company shall not adjust the charges retrospectively and/or require the Customer to repay the amount undercharged except if: 1) the meter was tampered with; 2) the meter failed to register at all; or 3) the circumstances are such that the Customer should reasonably have known that the bill did

Date of Issue: xx1

Effective: Service Rendered
on and after xx2Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083Filed Pursuant to Order of the Board of Public Utilities
Dated xx3 in Docket No. xx4

not reflect the actual usage. In rebilling a Customer under such conditions the Gas Company may, per its determination, utilize previous or subsequent properly measured deliveries, perform a load analysis and/or a degree day analysis to estimate the usage. The Gas Company shall allow the customer to make payment over a period of time equal to that during which the undercharges occurred, in accordance with N.J.A.C. 14:3-4.6(f).

Any adjustment to the Customer's account resulting from the terms in this section will be billed or applied to the account as the case may be. If the adjustment results in a credit, such amount may be refunded upon request by the Customer, in lieu of bill credit, in accordance with N.J.A.C. 14:3-4.6, as may be amended or superseded.

7.08 – Separate Billing for Each Installation

The service classifications are based upon the rendering of service through a single delivery and metering point. Service rendered to the same Customer at other points of delivery shall be separately metered and billed, except as provided in Section 5.01 hereof.

7.09 – Sale for Resale of Gas Service and Sub-Metering

1. General

Gas service supplied by the Company shall not be resold by Customer to others except where the Customer is another publicly regulated gas utility, where the gas is used for conversion to Compressed Natural Gas ("CNG"), or the customer of record is sub-metering in accordance with the conditions set forth below.

2. Sub-Metering

- a. Gas sub-metering is the practice in which a customer of record of the Gas Company, through the use of direct metering devices, monitors, evaluates or measures the customer of record's own utility consumption or the consumption of a tenant for accounting or conservation purposes.

Gas sub-meters are devices that measure the volume of gas being delivered to particular locations in a system after measurement by a Company owned meter.

- b. If the customer of record charges the tenant for the usage incurred by the tenant, the sum of such charge(s) to the tenant shall not exceed the cost incurred by the customer of record for providing gas service, including reasonable administrative expenses. Further, the sum of such charge(s) to the tenant shall not exceed the amount the utility would have charged such tenant if the tenant had been served and billed by the Company directly. The reselling of sub-metering gas service for profit is prohibited.

Date of Issue: xx1

Effective: Service Rendered
on and after xx2

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities
Dated xx3 in Docket No. xx4

- c. Gas sub-metering, in accordance with the conditions described hereinabove, is permitted in new or existing buildings or premises where the basic characteristic of use is industrial or commercial. Gas sub-metering is not permitted in existing buildings or premises where the basic characteristic of use is residential except where such buildings or premises are publicly financed or government owned or are charitable in nature or are condominiums or cooperative housing.
- d. The customer of record shall contact the Company prior to the installation of any gas sub-metering device, in order to ascertain whether the affected premises is located within a low pressure portion of the Company's supply system and whether or not the installation of a gas check metering device will cause any significant pressure drop to the affected premises.
- e. All gas consuming devices in any unit must be metered through a single gas sub- meter.

7.10 – Payment of Bills

At least 15 days' time for payment shall be allowed after the date a bill is mailed. Bills are payable at any commercial office at Gas Company or at any duly authorized collection agency or by mail or any other means made available by the Company. The Gas Company may discontinue service for nonpayment of bills provided the amount is greater than \$100 and or more than three (3) months delinquent and it gives the customer at least 10 days' written notice of its intention to discontinue service. The notice of discontinuance shall not be mailed until the expiration of the said initial 15-day period. However, in cases of fraud, illegal use, or when it is clearly indicated that the customer is preparing to leave, immediate payment of accounts may be required. The Gas Company reserves the right to request wire transfer of funds for payment of bills when the Company reasonably determines that payment by wire transfer is required.

A late payment charge equal to one-twelfth of the lower of 18% or the highest rate allowed by law shall be applied to the monthly billing for all non-residential customers. However, service to a governmental entity will not be subject to a late payment charge. Per Section 14:3-7.1(e) of the N.J.A.C., the utility shall not apply a late payment charge sooner than twenty five (25) days after a bill is rendered. Therefore, the Company may, beginning on the twenty-sixth (26th) day after rendering a bill, assess late payment charges. The charge will be applied to all amounts previously billed including late payment charges and accounts payable that are not received by Elizabethtown Gas within the days specified above. The amount of the late payment charge to be added to the unpaid balance shall be calculated by multiplying the unpaid balance by the late charge rate. When payment is received by the Company from a Customer who has an unpaid balance which includes charges for late payment, the Customer's payment shall be applied first to such late payment charges and then the remainder to the unpaid balance.

Date of Issue: xx1

Effective: Service Rendered
on and after xx2

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities
Dated xx3 in Docket No. xx4

7.11 – Reimbursement of Expense for Processing Uncollectible Checks

A charge of \$15.00 will be made to reimburse the Company for the expense of processing customer checks which are returned by the Company's bank as uncollectible. A charge of \$8.00 will be made to reimburse the Company for the expense of processing customer checks that are re-submitted and again returned by the Company's bank as uncollectible.

7.12 – Beginning and Ending Service

Any Customer starting the use of service without making application for service and enabling Gas Company to read the meter will be held liable for any amount due for service supplied to the premises from the last reading of the meter immediately preceding the Customer's occupancy, as shown by the records of Gas Company.

Customers shall give reasonable notice of intended removal from any premises wherein they are receiving gas service. Customer shall be liable for service taken after notice of termination has been received by the Company until such time as the meter is read and disconnected, not to exceed forty-eight (48) hours. Notice to discontinue service does not relieve a Customer from any minimum or guaranteed payment under any service classification or contract.

7.13 – Budget Plan

Heating Customers billed under Service Classification RDS have the option of paying for their use of total service in equal estimated monthly installments as set forth in the applicable Gas Company's House Heat Budget Plan. The Company may offer a budget plan to all classes of Customers.

8. LEAKAGE

Customer shall immediately give notice to Gas Company of any escape of gas in or about Customer's premises.

9. ACCESS TO PREMISES

Properly identified employees or agents of Gas Company shall have access to Customer's premises at all reasonable times for any and all necessary purposes in connection with the rendering of service or the removal of its property.

10. RIGHT TO SUSPEND, CURTAIL, OR DISCONTINUE SERVICE

Gas Company shall have, upon reasonable notice, when it can be reasonably given, the right to suspend, curtail or discontinue its service for any of the following reasons:

Date of Issue: xx1

Effective: Service Rendered
on and after xx2

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities
Dated xx3 in Docket No. xx4

- (1) For the purpose of making repairs, changes, replacements, or improvements in any part of its system.
- (2) For compliance in good faith with any governmental order or directive, whether federal, state, municipal, or otherwise, notwithstanding such order or directive subsequently may be held to be invalid.
- (3) For any of the following act(s) or omission(s) on the part of Customer:
 - a. Non-payment of a valid bill due for service furnished at the present or any previous locations. However, nonpayment for business service shall not be a reason for discontinuance of residential service.
 - b. Tampering with any facility of Gas Company.
 - c. Fraudulent representation in relation to the use of gas service.
 - d. Customer moving from the premises unless the Customer requests that service be continued.
 - e. Delivering gas service to others without written approval of Gas Company except as permitted under 7.09 – Sale for Resale of Gas Service, Check Metering and Sub-metering.
 - f. Failure to make or increase an advance payment or deposit when requested by Gas Company.
 - g. Refusal to contract for service where such contract is required.
 - h. Connecting and operating equipment in such a manner as to produce disturbing effects on the gas system of Gas Company or on systems of other Customers.
 - i. Failure to comply with any of these Standard Terms and Conditions.
 - j. Where the conditions of Customer's installation or facilities presents a hazard to life or property.
 - k. Failure of Customer to repair any faulty facility of Customer.
 - l. Failure to provide access to the meter to obtain a reading as permitted under 7.06 – Estimated Bills and Discontinuance of Service for Excessive Estimated Reads.

Date of Issue: xx1

Effective: Service Rendered
on and after xx2

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities
Dated xx3 in Docket No. xx4

- (4) For refusal of reasonable access to Customer's premises for necessary purposes in connection with the rendering of service, including meter installation, reading or testing, or the maintenance or removal of the property of Gas Company.

Failure of Gas Company to exercise its rights to suspend, curtail or discontinue service, for any of the above reasons, shall not be deemed a waiver thereof.

Should gas service be terminated for any of the above reasons, the minimum charge for the unexpired portion of the term shall become due and payable immediately, provided, however, that if satisfactory arrangements are subsequently made by Customer for reconnection of the service, the immediate payment of the minimum charge for the unexpired portion of the contract term may be waived or modified as the circumstances indicate would be just and reasonable.

11. RECONNECTION AND TAMPERING CHARGES

11.01 – Reconnection and Collection Charges

A charge of \$15.00 shall be made when the Company makes a collection visit to the customer or the premises and/or to restore service when service has been suspended or discontinued for any of the reasons cited in Sections 10.(3), excepting 10.(3)d, and 10.(4) of these Standard Terms and Conditions. Recurring reconnection charges in any 12-month period shall be charged at the approved regular rates for customer service otherwise performed by Gas Company but not less than \$30.00.

A charge of \$200.00 may be made when service has been terminated for any of the reasons cited in Sections 10.(3), excepting 10.(3)d, and 10.(4), and which required the installation of a curb box for said termination.

11.02 – Tampering Charge

In the event it is established that a Company's meters or other equipment on the customer's premises have been tampered with, and such tampering results in incorrect measurement of the service supplied as determined by the Company, the cost for such gas service, based upon the Company's estimate from available data and not registered by the Company's meter, shall be paid by the beneficiary of such service. The beneficiary shall be any person who benefits from such tampering. The actual cost of investigation, inspection and determination of such tampering, and other costs, such as but not limited to the installation of protective equipment, legal fees, and other costs relating to the administrative, civil or criminal proceedings, shall be billed to the beneficiary of such tampering in the case of non-residential accounts. In the case of residential accounts, all such costs shall be billed to the responsible party. The responsible party shall be the party who

Date of Issue: xx1

Effective: Service Rendered
on and after xx2

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities
Dated xx3 in Docket No. xx4

either tampered with or caused the tampering with a meter or other equipment or knowingly received the benefit to tampering by or caused by another. In the event a residential customer unknowingly received the benefit of meter or equipment tampering, the Company shall only seek from the benefiting customer the cost of the service provided but not the cost of investigation.

Under certain conditions, tampering with the Company's facilities may also be punishable by fine and/or imprisonment under New Jersey law.

11.03 – Diversion of Service

Diversion is an unauthorized connection to pipes and/or wiring by which the utility service registers on the tenant customers' meter although such service is being used by other than the tenant-customer of record without the tenant-customer's knowledge or cooperation. Where a tenant-customer alleges or it is established that service has been diverted outside of such customers' premises, that tenant-customer shall not be required to pay for such service without that tenant-customer's consent. The definitions, procedures, investigations and determination of N.J.A.C. 14:3-7.8 shall apply.

12. CONTINUITY OF SERVICE

Gas Company will use reasonable diligence to provide a regular and uninterrupted supply of service; but, should the supply be suspended, curtailed, or discontinued by Gas Company for any of the reasons set forth in Section 10 of these Standard Terms and Conditions or should the supply of service be interrupted, curtailed, deficient, defective, or fail, by reason of any act of God, accident, strike, legal process, governmental interference, acts of third parties, or by reason of compliance in good faith with any governmental order or directive, notwithstanding such order or directive subsequently may be held to be invalid, provided such reasons are not the product of the Company's negligence, or willful misconduct, Gas Company shall not be liable for any loss or damage, direct or consequential, resulting from any such suspension, discontinuance, interruption, curtailment, deficiency, defect, or failure.

Additionally, Gas Company may curtail or interrupt service to any customer or customers in the event of emergency threatening the integrity of its system or the systems to which it is directly or indirectly connected if, in its sole judgement, such action will prevent or alleviate the emergency condition.

13. LIMITATION OF SERVICE AVAILABILITY

Where the facilities of Gas Company and/or the quantity of gas available are restricted or limited, preference may be given by Gas Company in supplying service to customers giving consideration to such factors as 1) annual gas use, 2) volume of gas, 3) load factor, 4) end use of gas, 5) capital investment costs, and 6) number of appliances.

Date of Issue: xx1

Effective: Service Rendered
on and after xx2

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities
Dated xx3 in Docket No. xx4

14. CHARACTERISTICS OF SUPPLIED GAS

Type(s) of gas supplied:

1. Natural gas
2. Natural gas mixed with Propane-Air Gas and or Manufactured Gases and or Liquefied Natural Gas
3. In areas where natural gas service is not available, undiluted commercial grade propane gas distributed through Gas Company facilities and having a minimum heating value of 2,400 BTU per cubic foot.

15. GENERAL15.01 – Inspection of Customer Facilities

Neither by inspection, approval nor non-rejection, nor in any other way does Gas Company give any guarantee or assume any responsibility, expressed or implied, as to the adequacy, safety, or characteristics of any structures, equipment, pipes, appliances, or devices owned, installed, or maintained by Customer or leased by Customer from third parties, except in those instances in which the above equipment or facilities are owned, or leased by Gas Company.

15.02 – Force Majeure

Neither Gas Company, Third Party Supplier, or Customer shall be liable for damages to the other for any act, omission, or circumstance occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, temporary failure of gas supply, temporary failure of firm transportation arrangements, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, acts of third parties, and any other cause, whether of the kind herein enumerated or otherwise, not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome.

Date of Issue: xx1

Effective: Service Rendered
on and after xx2

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities
Dated xx3 in Docket No. xx4

Such cause or contingencies affecting the performance by Gas Company, Third Party Supplier or Customer, however, shall not relieve it of liability in the event of its concurrent negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting performance relieve either party from its obligations to make payments of amounts then due hereunder in respect of gas theretofore delivered.

16. GAS CURTAILMENT PLAN

16.01- Purpose

The purpose of this plan is to preserve the ability to continue to provide essential gas services, as defined below, to the broadest base of customers given limited gas supply and/or delivery capacity.

16.02 - Definition of Essential Gas Users

Essential Gas Users are defined as gas service to individual residential dwellings, multi-family residential dwellings, schools, hospitals, day care centers, nursing homes, dormitories, correctional facilities, twenty-four hour emergency facilities such as municipal police, fire or emergency medical departments and similar facilities which do not have installed alternate fuel equipment and an alternate fuel supply.

16.03 – Actions Required Before Implementation of the Gas Curtailment Plan

The Gas Curtailment Plan will be implemented only after the Company has:

1. Exercised all of its rights to interrupt service to interruptible service classifications – ITS, IS, CS, CSI, as provided for in the Company's Tariff;
2. Availed itself of all cogeneration firm recall gas;
3. Interrupted SIS service, if being provided.

Nothing in the Gas Curtailment Plan shall inhibit the Company from managing and scheduling interruptions in service as covered above in a manner that it determines is appropriate to meet the conditions on its system. However, the Gas Curtailment Plan Action Steps will not go into effect until such time as all options available above have been exercised.

Date of Issue: xx1

Effective: Service Rendered
on and after xx2

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities
Dated xx3 in Docket No. xx4

16.04 – Curtailment Plan Action Steps

1. The Company shall request all transportation customers and their third party suppliers to maximize deliveries of gas into the Company's system and request excess deliveries be made available to the Company at a compensation price agreed to by the parties.
2. The Company shall reduce gas service to its own facilities to a minimum;
3. The Company shall appeal to firm large industrial and commercial customers to voluntarily reduce gas consumption;
4. The Company shall appeal to its general population of customers to reduce gas consumption by lowering thermostats 5° F, closing off unused rooms, reducing non-essential uses of gas – i.e., gas lights, clothes drying;
5. The Company shall declare the existence of a gas curtailment emergency on its system and notify the BPU and other appropriate state agencies;
6. The Company shall seek emergency supplies from pipelines, suppliers and other gas companies;
7. The Company shall curtail service to all firm industrial services greater than 2,000 therms/day other than plant protection;
8. The Company shall curtail service to all firm industrial services less than 2,000 therms but greater than 500 therms/day other than plant protection;
9. The Company shall curtail non-essential firm commercial usage 500 therms/day or greater;
10. The Company shall curtail remaining non-essential commercial and industrial usage;
11. The Company shall curtail service for industrial plant protection;
12. The Company shall systematically curtail essential uses employing the Company's emergency plan.

Date of Issue: xx1

Effective: Service Rendered
on and after xx2Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083Filed Pursuant to Order of the Board of Public Utilities
Dated xx3 in Docket No. xx4

16.05 – Appropriation of End User Transportation Gas

When a gas curtailment emergency is declared (Step 5 in Section 16.04 above), any third party transportation gas being delivered into the Company's system for end-use customers shall be appropriated by the Company to serve the priority of service under this curtailment plan. Customers and Third Party Suppliers whose gas is so appropriated shall be compensated for such gas at its replacement cost but not less than the equivalent price of #2 fuel oil and to the extent the customer's actual delivered service is curtailed, that customer shall receive curtailment credits equal to a proration of any fixed monthly service charge and demand charges to correspond to the amount of the curtailed service.

16.06 – Liability Exclusion

The declaration of a gas curtailment emergency shall constitute a force majeure condition under Section 15.02 of these Standard Terms and Conditions. Consequently, the Company shall not be liable for any damages, loss of product or other business losses suffered by customers as a result of curtailed gas service.

17. UNAUTHORIZED GAS USE

Unauthorized Use includes, but is not limited to, any volume of gas taken by Customer in excess of its maximum daily requirement as set forth in its Service Agreement with Gas Company or the quantity of gas allowed by Gas Company on any day for any reason, including as a result of a curtailment or interruption notice issued by the Company in accordance with its tariff and/or the Board of Public Utilities of the State of New Jersey or any other governmental agency having jurisdiction. A "day" shall be a period of twenty-four (24) consecutive hours, beginning as near as practical to 8 a.m., or as otherwise agreed upon by Customer and Gas Company.

The Company reserves the right to physically curtail the gas service to any Customer if, in the Company's sole judgement, such action is necessary to protect the operation of its system.

If a Customer uses gas after having been notified that gas is not available under their Service Classification, and or if applicable, uses gas in excess of the maximum daily quantity or requirements as established in the Service Agreement then unauthorized gas charges shall apply.

Furthermore, if a Third Party Supplier (TPS) fails to deliver gas in the quantities and or imbalance ranges specified in the TPS Service Classification then unauthorized gas charges shall apply to the TPS.

Date of Issue: xx1

Effective: Service Rendered
on and after xx2

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities
Dated xx3 in Docket No. xx4

In addition to the above, the following conditions have been ordered by the BPU specifically related to Interruptible Customers and their suppliers: A Customer who fails to discontinue natural gas use, consistent with the terms and conditions of the relevant interruptible service agreements, and suppliers who fail to deliver natural gas during a critical period/OFO notice, consistent with the terms and conditions of applicable service agreements and TPS Agreements, shall be charged a penalty equal to the charges for Unauthorized Gas Use.

All Unauthorized Usage shall be billed at the higher of \$2.50 per therm or a rate equal to ten times the highest price of the daily ranges which are published in Gas Daily on the table "Daily Price Survey" for delivery in Transco Zone 6 or Texas Eastern Zone M-3. This rate shall not be lower than the maximum penalty charge for unauthorized daily overruns as provided for in the FERC-approved gas tariffs of the interstate pipelines which deliver gas into New Jersey. This is in addition to all applicable taxes and charges of the Customer's service class.

Nothing herein shall be construed to prevent the Company from taking all lawful steps to stop the unauthorized use of gas by Customer, including disconnecting Customers service.

Such payment for unauthorized use shall not be deemed as giving Customer or TPS any rights to use such gas.

The Gas Company may, in its sole discretion, permanently discontinue service upon a finding by the Gas Company that the customer has not complied with the conditions and provisions of the tariff.

TPSs that have subscribed to Standby for their Essential Use Customers are not subject to Unauthorized Use Charges for volumes that are within the limits of their Standby Service but will be billed the Standby Rate determined at month end. Any revenues from Unauthorized Gas Use penalty charges shall be credited to the BGSS.

All Unauthorized Use Charges applicable to transportation services will be billed to and payable by the TPS providing gas supply for such services. In the event a TPS fails to pay these charges, the customers of that TPS shall be billed directly by the Company for either: 1) their proportionate share, based on the Allocation of Supplies as set forth in the TPS service classification; or 2) their direct share identified through their non-compliance to Company directives to ease or curtail gas use.

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18. NEW JERSEY SALES AND USE TAX

In accordance with P.L. 1997, c. 162 (the “energy tax reform statute”), as amended by P.L. 2016, c. 57, provision for the New Jersey Sales and Use Tax (“SUT”) has been included in all charges applicable under this tariff by multiplying the charges that would apply before application of the SUT by the factor 1.06875. The energy tax reform statute exempts the following customers from the SUT provision, and when billed to such customers, the charges otherwise applicable under this tariff shall be reduced by the provision for the SUT included therein:

1. Franchised providers of utility services (gas, electricity, water, waste water and telecommunications services provided by local exchange carriers) within the State of New Jersey.
2. Cogenerators in operation, or which have filed an application for an operating permit or a construction permit and a certificate of operation in order to comply with air quality standards under P.L. 1954, c. 212 (C.26:2C-1 et seq.) with the New Jersey Department of Environmental Protection, on or before March 10, 1997.
3. Special contract customers for which a customer-specific tax classification was approved by a written Order of the BPU prior to January 1, 1998.
4. Agencies or instrumentalities of the federal government.
5. International organizations of which the United States of America is a member.

In accordance with P.L. 2004, c. 65 “The Business Retention and Relocation Assistance Act” and subsequent amendment (P.L. 2005, c.374) exempts the following customers from the SUT provision, and when billed to such customers, the charges otherwise applicable shall be reduced by the provision for the SUT included therein:

1. A qualified business that employs at least 250 people within an enterprise zone, at least 50 % of whom are directly employed in a manufacturing process, for the exclusive use or consumption of such business within an enterprise zone.
2. A group of two or more persons:
 - a. Each of which is a qualified business that are all located within a single redevelopment area adopted pursuant to the “Local Redevelopment and Housing Law,” P.L.1992, c.79 (C.40A:12A-1 et seq.);

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Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities
Dated xx3 in Docket No. xx4

- b. That collectively employ at least 250 people within an enterprise zone, at least 50% of whom are directly employed in a manufacturing process;
 - c. Are each engaged in a vertically integrated business, evidenced by the manufacture and distribution of a product or family of products that, when taken together, are primarily used, packaged and sold as a single product; and
 - d. Collectively use the energy and utility service for the exclusive use or consumption of each of the persons that comprise a group within an enterprise zone.
3. A business facility located within a county that is designated for the 50% tax exemption under Section 1 of P.L.1993, c.373 (C.54:32B-8.45) provided that the business certifies that it employs at least 50 people at that facility, at least 50% of whom are directly employed in a manufacturing process, and provided that the energy and utility services are consumed exclusively at that facility.

A business that meets the requirements in (1), (2) or (3) above shall not be provided the exemption described in this section until it has complied with such requirements for obtaining the exemption as may be provided pursuant to P.L.1983, c.303 (C.52:27H-60 et seq.) and P.L.1966, c.30 (C.54:32B-1 et seq.) and the Company has received a sales tax exemption letter issued by the New Jersey Department of Treasury, Division of Taxation.

19. NEGOTIATED RATES, TERMS AND CONDITIONS

In accordance with the BPU's Order dated August 18, 2011 in BPU Docket No. GR10100761 ("Order") the Company has developed the following criteria for determining whether it will, in individual circumstances, negotiate rates, terms and conditions of service with customers that otherwise would not take service under the terms of the service classifications set forth in this tariff. Any individually negotiated rates, terms or conditions agreed to pursuant to this tariff provision are subject to prior approval by the BPU. Negotiated rates, terms and conditions that may be made available are intended to address unique circumstances applicable at the time that the negotiated rates, terms and conditions are agreed to with individual customers.

Negotiated rates, terms and conditions will be offered by the Company in circumstances in which it determines in its sole reasonable judgment, that such individual rates, terms and conditions are necessary to prevent (i) physical bypass of the Company's distribution system, (ii) economic bypass of the Company's distribution system or, (iii) the loss of load that could otherwise be served at rates that would exceed marginal costs.

Customers seeking negotiated rates, terms and conditions, and claiming that such rates, terms and conditions are necessary to prevent the customer from physically bypassing the Company's distribution system, must provide the Company with the following:

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Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

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Dated xx3 in Docket No. xx4

- (i) a statement from an interstate pipeline involved in such bypass that the proposed interconnection between customer and the pipeline is operationally viable, that sufficient capacity is available to serve such customer, and that the pipeline would serve the customer if requested;
- (ii) maps or flow diagrams that identify the proposed route of the pipeline needed to serve the customer from the interconnection with the pipeline and the customer's site, the size of the connecting pipeline and any other appurtenant facilities required;
- (iii) engineering studies related to the estimated costs to complete construction of facilities interconnecting the pipeline and the customer;
- (iv) information concerning the status of all reliability and environmental or other permits and approvals from local, state and federal agencies;
- (v) a description of any other benefits that the customer proposes to provide the Company under a service agreement between the Company and customer; and
- (vi) such other information as the Company may require.

Customers seeking negotiated rates, terms and conditions for reasons other than to avoid physical bypass must provide the Company (i) such information as the customer deems relevant to its request, and (ii) such information as the Company may require given the particular circumstances.

In determining whether to offer individually negotiated rates, terms and conditions to a particular customer, the Company will consider all relevant information provided by the customer and make a judgment as to whether negotiated rates, terms and conditions are necessary to prevent physical or economic bypass or the loss of load that could otherwise be served at rates that exceed marginal costs. Customers may apply for negotiated rates, terms and conditions by contacting the Company in writing. The Company will respond to any request for negotiated rates, terms and conditions within sixty (60) days of receiving a customer's written request and all required information.

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SERVICE CLASSIFICATION – RESIDENTIAL DELIVERY SERVICE (RDS)APPLICABLE TO USE OF SERVICE FOR:

All residential purposes in individual residences and in individual flats, individual apartments in multiple family buildings, only where each individual flat or individual apartment is served through its own separate meter and religious institutions where the total rated input capacity of all gas utilization equipment does not exceed 500,000 BTU per hour. The rate is not available for hotels, nor for recognized rooming or boarding houses where the number of rented bedrooms is more than twice the number of bedrooms used by Customer. This rate is not applicable for industrial or commercial use of gas. In residential premises, use for purposes other than residential will be permitted only where such use is incidental to Customer's own residential use. Service for heating and/or cooling of premises will be rendered at this rate. Service to detached outbuildings or outside appliances appurtenant to the residence will be included in this rate provided Customer installs the necessary piping so that the gas used in such facilities may be measured by the meter located at the residence.

Service will be provided if Gas Company's facilities are suitable.

CHARACTER OF SERVICE:

Continuous, however, customers may either purchase gas supply from a Third Party Supplier ("TPS") or the Company's Rider "A", Basic Gas Supply Service ("BGSS")

*CHARGES PER MONTH:

| | <u>Gas Supply from BGSS</u> | <u>Gas Supply from TPS</u> |
|-------------------------------|-----------------------------|----------------------------|
| Service Charge | \$8.50 | \$8.50 |
| Distribution Charge per Therm | \$0.3967 | \$0.3967 |
| Commodity Charge | Per Rider "A" | Per TPS Agreement |

* The charges set forth in this Service Classification include sales and use tax and will be adjusted for all other applicable Riders of this Tariff and any additional taxes or similar charges that are lawfully imposed by the Company. A customer that receives gas supply from a TPS will be charged for commodity according to any agreement between the customer and the TPS.

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SERVICE CLASSIFICATION – RESIDENTIAL DELIVERY SERVICE (RDS)
(continued)MINIMUM MONTHLY CHARGE:

Service Charge.

TERM OF PAYMENT:

All bills are due upon presentation.

TERM OF CONTRACT:

One year, and thereafter until terminated by five (5) days written notice.

STANDARD TERMS AND CONDITIONS:

This Service Classification is subject to the Standard Terms and Conditions of this Tariff.

SPECIAL PROVISIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM
THIRD PARTY SUPPLIERS1. Customer Enrollment

A customer choosing to receive gas supply service from a TPS will be enrolled for such service by the TPS with which they contracted for gas supply service. A customer will receive a confirmation notice from the Company noting their choice of supplier and that the customer will have seven (7) calendar days from the date of the confirmation notice to contact the Company and rescind its selection, after which, if not rescinded, the residential customer's TPS contract shall be legally binding. TPS supply service under this Service Classification will commence on the next month's cycle meter reading date following the conclusion of the rescission period.

2. Switching Suppliers

Customer may switch TPSs or return to the Company's BGSS service at any time subject to the conditions of Customer enrollment. A Customer electing to return to the BGSS service should contact their TPS who will carry out the necessary steps with the Company. The decision and steps necessary to switch TPSs are carried out between the newly selected TPS and the Customer. Customer will not be charged a fee to change its TPS or return to BGSS service.

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SERVICE CLASSIFICATION – RESIDENTIAL DELIVERY SERVICE (RDS)
(continued)SPECIAL PROVISIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM
THIRD PARTY SUPPLIERS (continued)3. Limitations on the Availability of Transportation Service

Customer's TPS must demonstrate that it possesses Comparable Capacity or Standby Balancing Service sufficient to provide their Customers' Unadjusted Average Daily Delivery Quantity, as defined under the TPS Service Classification, during the months of November through March. If at any time it is determined that TPS does not meet this provision, then TPS's customers will be returned to BGSS gas supply service.

4. Load Balancing Charge

A Load Balancing Charge of \$0.0554 per therm, which includes taxes, shall be billed to the TPS for all metered quantities of its RDS customers.

5. Gas Commingling

Service under this Service Classification is provided by the Company within its service territory for the Customer. The gas transported under this Service Classification is not the property of the Company. However, the Company reserves the right to commingle such gas with other supplies. Moreover, the Company reserves the right to utilize Customer's gas, when necessary, in accordance with the applicable curtailment provisions of this Tariff.

6. Transportation to Gas Company Facilities

The Company is not responsible for making arrangements for Customers for transporting gas from its source to the Company's interconnection with delivering pipeline suppliers. All such responsibility rests with Customer's TPS. Company shall have no responsibility with respect to such gas before Customer delivers or has delivered on its behalf such gas to Company or after Company redelivers such gas to Customer at the meter at Customer's premises or on account of anything which may be done, happen or arise with respect to such gas before such delivery or after such redelivery. Customer agrees that as between the Company and Customer, the Company shall be entitled to rely upon information concerning deliveries of natural gas on behalf of Customer provided by TPS.

7. Gas Supply Obligation

In the event that Customer's TPS ceases operations, or for any other reason fails to deliver the Average Daily Delivery Quantity ("ADDQ"), the Company shall provide replacement gas supplies under the BGSS service.

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SERVICE CLASSIFICATION – RESIDENTIAL DELIVERY SERVICE (RDS)
(continued)

SPECIAL PROVISIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM
THIRD PARTY SUPPLIERS (continued)

8. Indemnification

As between Company and Customer, Customer warrants that it has clear title to any gas supplies delivered into the Company's system for redelivery to Customer and Customer shall be deemed to be in exclusive control and possession of gas prior to its delivery into the Company's system for redelivery to Customer. Customer agrees to indemnify, defend and hold harmless Company from any and all claims, suits or damage actions arising out of deliveries of gas into Company's system on behalf of Customer.

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SERVICE CLASSIFICATION – SMALL GENERAL SERVICE (SGS)APPLICABLE TO USE OF SERVICE FOR:

Small General Service is available to those customers whose annual weather normalized usage as determined by the Company is less than 5,000 therms per year and where Gas Company's facilities are suitable and the quantity of gas is available for the service desired. In August of each year the Company shall review each customer's eligibility based on their annual normalized usage and if in excess of 5,500 therms for two consecutive years will transfer the customer to General Delivery Service.

CHARACTER OF SERVICE:

Continuous.

*CHARGES PER MONTH:

| | Gas Supply from BGSS | Gas Supply from TPS |
|-------------------------------|----------------------|---------------------|
| Service Charge | \$21.97 | \$21.97 |
| Distribution Charge per Therm | \$0.3586 | \$0.3586 |
| Commodity Charge | Per Rider "A" | Per TPS Agreement |

* The charges set forth in this Service Classification include sales and use tax and will be adjusted for all other applicable Riders of this Tariff and any additional taxes or similar charges that are lawfully imposed by the Company. A customer that receives gas supply from a TPS will be charged for commodity according to any agreement between the customer and the TPS.

MINIMUM MONTHLY CHARGE:

The Service Charge.

TERM OF PAYMENT:

All bills are due upon presentation. Should the Customer fail to make payment in full, the Company may, within the time period specified in and in accordance with Section 7.10 of the Standard Terms and Conditions of this Tariff, assess late payment charges.

TERM OF CONTRACT:

One year, and thereafter until terminated by five (5) days written notice.

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SERVICE CLASSIFICATION – SMALL GENERAL SERVICE (SGS)
(continued)

STANDARD TERMS AND CONDITIONS:

This Service Classification is subject to the Standard Terms and Conditions of this Tariff.

SPECIAL PROVISIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM
THIRD PARTY SUPPLIERS (TPS)

1. Service Agreement

The signing of a Service Agreement and possession by the Customer of a fully executed contract to purchase gas from a TPS are conditions precedent to receiving gas supply from a TPS.

2. Balancing Charge

Customers will be charged a balancing charge of \$0.0171 per therm, which includes sales tax, in the months of November through March to offset system supply costs utilized to absorb the differences between the TPS delivered Average Daily Delivery Quantities and the actual daily gas supply requirements of the customers.

3. Commingling

Service under this Service Classification is provided by the Company within its service territory for the Customer. The gas transported under this Service Classification is not the property of the Company. However, the Company reserves the right to commingle such gas with other supplies. Moreover, the Company reserves the right to utilize Customer's gas, when necessary, in accordance with the applicable curtailment provisions of this Tariff.

4. Transportation to Gas Company Facilities

The Company is not responsible for making arrangements for transportation service Customers for transporting the gas from its source to the Company's interconnection with the delivering pipeline supplier.

5. Nominations for Service

The Customer's TPS shall nominate on behalf of its Customers the total monthly requirements for that billing month per an Average Daily Delivery Quantity ("ADDQ") determined as stated in the TPS section of this tariff.

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SERVICE CLASSIFICATION – SMALL GENERAL SERVICE (SGS)

(continued)

6. Utilizing a Third Party Supplier

Customers utilizing brokers, marketers or other third party suppliers (collectively Third Party Suppliers, “TPS”) either as agents or as suppliers of gas into the Company’s system, must notify the Company in writing of the TPS that will be used in any particular month. Customer agrees that as between the Company and Customer, the Company shall be entitled to rely upon information concerning deliveries of natural gas on behalf of Customer provided by TPS. Any Customer or TPS that wishes to deliver gas into the Company’s system prior to commencing deliveries must be a qualified TPS under the Company’s TPS service classification. Changes in the designation of a TPS received by the fifteenth (15th) of the month will be effective in the following month.

7. Imbalance Charges

To the extent that a TPS ceases operations or under delivers gas, Customers shall be ultimately responsible for payment of any charges not paid for by their TPS, including but not limited to daily and or monthly imbalance charges for gas supplies consumed by Customer but not delivered by TPS. In the event a TPS fails to pay these charges the customers shall be billed directly by the Company for their direct portion, if by their non-compliance to Company directives to cease gas use, and/or a prorata share by applying the Allocation of Supply terms of the TPS Service Classification, except that essential service gas customers will first be credited with standby gas purchased by the TPS on their behalf.

8. Unauthorized Use

This Service Classification is subject to Section I, Item 17, Unauthorized Gas Use of the Standard Terms and Conditions.

9. Gas Supply Obligation

In the event that Customer’s Third Party Supplier fails to deliver, the Company may, in its sole discretion, provide replacement gas supplies. The Company shall have no obligation to provide natural gas supplies to Customers that contract for TPS Service, except for those whose TPS contracted for Standby Service, limited to Essential Gas User customers. In the event that a Customer that is not covered by Standby Service seeks to purchase natural gas supplies from the Company, such sales may be made by the Company in its sole discretion under such terms and conditions as the Company may require.

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SERVICE CLASSIFICATION – SMALL GENERAL SERVICE (SGS)

(continued)

10. Limitations on the Availability of TPS Transportation Service

TPS Service is not available to Customers who are defined as “Essential Gas Users” under the curtailment provision as set forth in Section 17 of the Standard Terms and Conditions of this Tariff unless such Customers’ TPS, in an amount sufficient to meet such Customers’ ADDQ and/or DCQ, agrees to contract and pay for Standby Service as defined in the TPS Service Classification or for such Customers’ TPS demonstrates that it possesses Comparable Capacity as defined in the TPS Service Classification.

11. Indemnification

As between Company and Customer, Customer warrants that it has clear title to any gas supplies delivered into the Company’s system for redelivery to Customer and Customer shall be deemed to be in exclusive control and possession of gas prior to its delivery into the Company’s system for redelivery to Customer. Customer agrees to indemnify, defend and hold harmless Company from any and all claims, suits or damage actions arising out of deliveries of gas on behalf of transporting customer.

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SERVICE CLASSIFICATION – GENERAL DELIVERY SERVICE (GDS)APPLICABLE TO USE OF SERVICE FOR:

General Delivery Service is available to those customers whose annual weather normalized usage as determined by the Company is 5,000 or more therms per year and where Gas Company's facilities are suitable and the quantity of gas is available for the service desired. In August of each year the Company shall review customer usages and those customers whose weather normalized usage, as determined by the Company, is less than 4,500 therms for two consecutive years will be transferred to Small General Service.

CHARACTER OF SERVICE:

Continuous, however, customers may either purchase gas supply from a Third Party Supplier ("TPS") or the Company's Rider "A", Basic Gas Supply Service ("BGSS").

*CHARGES PER MONTH:

| | <u>Gas Supply from BGSS</u> | <u>Gas Supply from TPS</u> |
|-------------------------------|-----------------------------|----------------------------|
| Service Charge | \$28.96 | \$28.96 |
| Demand Charge per DCQ | \$0.808 | \$0.808 |
| Distribution Charge per Therm | \$0.2149 | \$0.2149 |
| Commodity Charge | Per Rider "A" | Per TPS Agreement |

* The charges set forth in this Service Classification include sales and use tax and will be adjusted for all other applicable Riders of this Tariff and any additional taxes or similar charges that are lawfully imposed by the Company. A customer that receives gas supply from a TPS will be charged for commodity according to any agreement between the customer and the TPS.

DETERMINATION OF THE DEMAND CHARGE QUANTITY (DCQ)

The DCQ will be determined by the Customer's maximum daily requirements in terms of therm units per day. The DCQ level shall be the highest actual daily metered consumption registered from an approved automatic meter reading device at Customer's premises within a period of not less than two years, but up to three years immediately preceding the Customer obtaining service or renewing a Service Agreement under this Service Classification if such information is available. Otherwise DCQ shall be set equal to the product of (1) the highest winter monthly consumption for the most recent winter (October through April), normalized for weather, divided by the applicable number of days in the respective billing month, and (2) 1.36, provided that DCQ shall not be less than the highest non-winter month consumption divided by the applicable number of days in the respective billing month. For process loads, the Company may base the DCQ on historical consumption. If historical consumption information is not available, then (a) the initial DCQ level shall be based upon the Customer's gas utilization equipment expressed in consumption per day, and (b) after twelve (12) months of actual consumption has been metered, the DCQ level shall be redetermined.

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ELIZABETHTOWN GAS
B. P. U. NO. 15 – GAS

ORIGINAL SHEET NO.

SERVICE CLASSIFICATION – GENERAL DELIVERY SERVICE (GDS)
(continued)

DETERMINATION OF THE DEMAND CHARGE QUANTITY (DCQ) (continued)

If the Customer's maximum daily usage exceeds the DCQ as stated in the Service Agreement more than three (3) times in twelve (12) months, the Company may increase the DCQ in the Service Agreement to the highest level experienced during the previous 12 months.

MINIMUM MONTHLY CHARGE:

The sum of the Service Charge and the Demand Charge.

TERM OF PAYMENT:

All bills are due upon presentation. Should the Customer fail to make payment in full, the Company may, within the time period specified in and in accordance with Section 7.10 of the Standard Terms and Conditions of this Tariff, assess late payment charges.

TERM OF CONTRACT:

One year, and thereafter until terminated by five (5) days written notice.

STANDARD TERMS AND CONDITIONS:

This Service Classification is subject to the Standard Terms and Conditions of this Tariff.

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520 Green Lane
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SERVICE CLASSIFICATION – GENERAL DELIVERY SERVICE (GDS)
(continued)SPECIAL PROVISIONS SECTIONS I & II:

I. SPECIAL PROVISIONS, APPLICABLE TO ALL CUSTOMERS RECEIVING SERVICE UNDER THIS SERVICE CLASSIFICATION

1. Distributive Generation Under 12 kW and Gas Cooling & Refrigeration, 2 tons to under 10 Tons

Upon separate application, Customers who have installed a separate meter for distributed generation equipment having a rated capacity under twelve (12) kW and/or gas cooling equipment having a rated capacity of not less than two (2) tons but less than ten (10) tons of refrigeration will be separately metered for such service and will be billed at the above rates, except that the applicable Distribution Charges will be billed at a rate of \$0.1366 per therm in the period extending from Customer's meter reading taken in the ordinary course of business in May through October. Where, in the Gas Company's opinion, it is impractical to provide separate metering, Gas Company may estimate the use of gas for other than distributed generation and water heating during the foregoing period of May to October. During all other periods, the Distribution Charge per therm stated in this service classification shall apply.

2. Distributed Generation of 12 kW or More and Gas Cooling & Refrigeration of 10 Tons or More

Under separate application Customers who are using gas for distributive generation with a rated capacity of twelve (12) kW or more, and/or gas cooling equipment with a rated capacity of ten (10) tons or more, and where gas consumed is separately metered, will be billed at the above rates, except that the applicable Distribution Charges will be billed at a rate of \$0.0668 per therm commencing with the first meter reading taken in the ordinary course of business in May and concluding with the meter reading taken in the ordinary course of business in October. During all other periods, the Distribution and Commodity Charge per therm stated in this service classification shall apply.

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SERVICE CLASSIFICATION – GENERAL DELIVERY SERVICE (GDS)
(continued)

I. SPECIAL PROVISIONS, APPLICABLE TO ALL CUSTOMERS RECEIVING SERVICE UNDER THIS SERVICE CLASSIFICATION (continued)

3. Economic Development Service (EDS):

Any new customer employing a minimum of ten (10) employees, who locates in or expands a new or vacant building within the Company's service territory and enters into a GDS service agreement and (2) any existing customer who expands into a new or vacant building within the Company's service territory and is a party to a GDS service agreement shall be eligible for an EDS discount. For new customers, this building must be new or have been vacant for a minimum of three (3) months. For existing customers, the space utilized for operations must expand by more than 5,000 square feet. Gas used subject to the EDS discount for existing customers will be calculated by the Company and will be based solely on the customer's incremental usage. This service is offered to any eligible customer for a period of five (5) years from the date of the initial Service Agreement under this service. The EDS Customers shall receive a fifty (50) percent pre tax discount in this Service Class's Distribution Charge during the period of eligibility.

4. Boiler Limitation

This service classification is not available for new or additional boiler equipment with a rated input in excess of 12.5 million BTU's per hour. The Gas Company may waive this limitation in cases where the Customer enters into a longer term contract or agrees to guarantee a monthly minimum revenue level as may be determined by the Gas Company.

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SERVICE CLASSIFICATION – GENERAL DELIVERY SERVICE (GDS)
(continued)

II. SPECIAL PROVISIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM THIRD PARTY SUPPLIERS (TPS)

1. Service Agreement

The signing of a Service Agreement and possession by the Customer of a fully executed contract to purchase gas from a TPS are conditions precedent to receiving gas supply from a TPS.

2. Balancing Charge

Customers with a DCQ under 500 therms will be charged a balancing charge of \$0.0171 per therm, which includes sales tax, in the months of November through March to offset system supply costs utilized to absorb the differences between the TPS delivered Average Daily Delivery Quantities and the actual daily gas supply requirements of the customers.

3. Commingling

Service under this Service Classification is provided by the Company within its service territory for the Customer. The gas transported under this Service Classification is not the property of the Company. However, the Company reserves the right to commingle such gas with other supplies. Moreover, the Company reserves the right to utilize Customer's gas, when necessary, in accordance with the applicable curtailment provisions of this Tariff.

4. Transportation to Gas Company Facilities

The Company is not responsible for making arrangements for transportation service Customers for transporting the gas from its source to the Company's interconnection with the delivering pipeline supplier.

5. Nominations for Service

The Customer's TPS shall nominate on behalf of its Customers the total monthly requirements for that billing month. A TPS with Customers having a DCQ under 500 therms and those requiring an AMR not yet installed are required to deliver these customers natural gas requirements per an ADDQ determined as stated in the TPS section of this tariff.

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SERVICE CLASSIFICATION – GENERAL DELIVERY SERVICE (GDS)
(continued)

II. SPECIAL PROVISIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM THIRD PARTY SUPPLIERS (TPS) (continued)

6. Utilizing a Third Party Supplier

Customers utilizing brokers, marketers or other third party suppliers (collectively Third Party Suppliers, "TPS") either as agents or as suppliers of gas into the Company's system, must notify the Company in writing of the TPS that will be used in any particular month. Customer agrees that as between the Company and Customer, the Company shall be entitled to rely upon information concerning deliveries of natural gas on behalf of Customer provided by TPS. Any Customer or TPS that wishes to deliver gas into the Company's system prior to commencing deliveries must be a qualified TPS under the Company's TPS service classification.

7. Imbalance Charges

To the extent that a TPS ceases operations or under delivers gas, Customers shall be ultimately responsible for payment of any charges not paid for by their TPS, including but not limited to daily and or monthly imbalance charges for gas supplies consumed by Customer but not delivered by TPS. In the event a TPS fails to pay these charges the customers shall be billed directly by the Company for their direct portion, if by their non-compliance to Company directives to cease gas use, and/or a prorata share by applying the Allocation of Supply terms of the TPS Service Classification, except that essential service gas customers will first be credited with standby gas purchased by the TPS on their behalf.

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SERVICE CLASSIFICATION – GENERAL DELIVERY SERVICE (GDS)
(continued)

II. SPECIAL PROVISIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM THIRD PARTY SUPPLIERS (TPS) (continued)

8. Automatic Meter Reading (AMR) Equipment for Customers with a DCQ of 500 therms or more.

AMR equipment is required for customers with a DCQ of 500 or more therms, as determined by the Company. Customer shall pay for all costs to install AMR equipment including power, communications and other equipment as specified by the Company and provide access for such equipment. The cost of any Company equipment may be paid by Customer over a one (1) year, or some lesser, period by means of a monthly surcharge designed to recover the cost of the equipment plus interest equal to the Company's overall rate of return as authorized from time to time by the BPU. Payments made by the Customer shall not give the Customers ownership of the equipment which shall remain the sole property of the Company.

9. Unauthorized Use

This Service Classification is subject to Section I, Item 17, Unauthorized Gas Use of the Standard Terms and Conditions.

10. Gas Supply Obligation

In the event that Customer's Third Party Supplier fails to deliver, the Company may, in its sole discretion, provide replacement gas supplies. The Company shall have no obligation to provide natural gas supplies to Customers that contract for TPS Service, except for those whose TPS contracted for Standby Service, limited to Essential Gas User customers. In the event that a Customer that is not covered by Standby Service seeks to purchase natural gas supplies from the Company, such sales may be made by the Company in its sole discretion under such terms and conditions as the Company may require.

11. Limitations on the Availability of TPS Transportation Service

TPS Service is not available to Customers who are defined as "Essential Gas Users" under the curtailment provision as set forth in Section 17 of the Standard Terms and Conditions of this Tariff unless such Customers' TPS, in an amount sufficient to meet such Customers' ADDQ and/or DCQ, agrees to contract and pay for Standby Service as defined in the TPS Service Classification or for such Customers' TPS demonstrates that it possesses Comparable Capacity as defined in the TPS Service Classification.

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SERVICE CLASSIFICATION – GENERAL DELIVERY SERVICE (GDS)

(continued)

II. SPECIAL PROVISIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM THIRD PARTY SUPPLIERS (TPS) (continued)

12. Indemnification

As between Company and Customer, Customer warrants that it has clear title to any gas supplies delivered into the Company's system for redelivery to Customer and Customer shall be deemed to be in exclusive control and possession of gas prior to its delivery into the Company's system for redelivery to Customer. Customer agrees to indemnify, defend and hold harmless Company from any and all claims, suits or damage actions arising out of deliveries of gas on behalf of transporting customer.

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SERVICE CLASSIFICATION
COMMERCIAL & INDUSTRIAL NATURAL GAS VEHICLE SERVICE (NGV)

APPLICABLE TO USE OF SERVICE FOR:

This Service Classification is available to any non-Residential Customer who wishes to purchase natural gas sales and/or transportation service and have the Company own and maintain facilities at Customer's premises to compress gas into CNG ("CNG Fueling Facilities") for use as fuel for self-propelled motor vehicles ("Vehicular Gas"). This Service Classification also sets forth the terms and conditions under which the Company may sell and/or distribute Vehicular Gas at CNG Fueling Facilities operated by the Company as Public Fueling Stations.

CHARACTER OF SERVICE:

Continuous to Customers signing a Natural Gas Vehicle ("NGV") Service Agreement ("Agreement").

CONDITIONS PRECEDENT:

A Customer must sign an NGV Agreement with the Company to receive continuous service under this Service Classification. Service under such NGV Agreement is for the term of the NGV Agreement and may be continued beyond the term of the NGV Agreement only by the mutual agreement of Company and Customer. Members of the general public who wish only to obtain Vehicular Gas at Public Fueling Stations need not sign an NGV Agreement; however, they must establish an account with the Company. Such members of the public have no entitlement to continuous service under this Service Classification. Service under this Service Classification will be separately metered. Customers must indicate in their Agreements whether they will purchase gas supply from Company or from a Third Party Supplier ("TPS").

Section 6.01 of the Standard Terms and Conditions of this Tariff sets forth standards that establish the Company's liability for damages. Section 6.01 applies to any claim arising from services provided or facilities constructed, maintained or operated by Company under this Service Classification. Moreover, the specific provisions of Section 6.01 that apply to Customers will apply both to Customers signing an NGV Service Agreement and members of the public who obtain Vehicular Natural Gas under this Service Classification.

STANDARD TERMS AND CONDITIONS:

This Service Classification is subject to the Standard Terms and Conditions of this Tariff.

LICENSING, PERMITS AND LEGAL REQUIREMENTS:

Customers installing CNG Fueling Facilities on their premises must meet all applicable licensing, permitting and other legal requirements associated with operating CNG Fueling Facilities or Company may suspend or terminate service to such facilities without further liability.

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SERVICE CLASSIFICATION
COMMERCIAL & INDUSTRIAL NATURAL GAS VEHICLE SERVICE (NGV)
(continued)

MAIN AND SERVICE EXTENSIONS FOR NGV SERVICE, CNG FUELING FACILITIES AND THE INCREMENTAL COSTS OF CNG-POWERED VEHICLES:

Under this Service Classification, Company may construct and/or install mains, services, automatic meter reading devices, and other facilities necessary to provide sales and transportation service to Customers. Company may also construct and/or install CNG Fueling Facilities located behind Customer's meter. Company may also construct Public Fueling Stations. On a not unduly discriminatory basis, Company may require revenue guarantees sufficient to enable Company to fully recover the costs of all such facilities over a negotiated period as set forth in the NGV Agreement. All negotiated charges under this Service Classification may be revised at the expiration of the term of an NGV Agreement and reflected in any new/replacement NGV Agreement.

Subject to an appropriate revenue guarantee, Company may invest up to ten times the projected annual Distribution Revenues from service provided under this Service Classification in facilities necessary to provide service under this Service Classification. To the extent that Company's investment exceeds ten times projected annual Distribution Revenues, Customer will be assessed a CNG Facilities Charge sufficient to recover Company's excess investment (including its authorized pre-tax return). In lieu of paying a Facilities Charge, Customer may provide a Contribution In Aid of Construction. To the extent that this Section of the NGV Service Classification conflicts with Section 3 of the Standard Terms and Condition of Company's Tariff with respect to service provided under this Service Classification, this Section will control.

I. COMPANY-OWNED AND MAINTAINED CNG FUELING FACILITIES ON CUSTOMERS' PREMISES

Customer may elect to have Company construct, own, and maintain CNG Fueling Facilities at Customer's Premises ("Customers' Premises Facilities"). Such service does not include the dispensing of CNG into vehicles. Under this option, the dispensing of CNG into vehicles shall be the sole responsibility of the Customer. In addition, Customer may, at its option, either contract and pay separately for electricity needed to operate the CNG Fueling Facility or have the Company contract for such electricity and pass through its actual electricity costs to Customer.

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SERVICE CLASSIFICATION
COMMERCIAL & INDUSTRIAL NATURAL GAS VEHICLE SERVICE (NGV)
(continued)

Rates and Charges Applicable to Customers' Premises Facilities:*

The following rates and charges apply to service under this Service Classification at Customers' Premises Facilities:

1. Distribution Charge - \$0.3303 per therm

2. Fueling Station Charge

A Fixed monthly amount, designed on an individual Customer basis to recover the Company's projected cost of maintaining the Customer's specific CNG Fueling Facility.

3. Facilities Charge

A Fixed monthly amount, designed on an individual Customer basis to recover Company investment in excess of ten times projected annual Distribution Revenues in facilities necessary to provide service under this Service Classification. The Facilities Charge shall be computed by multiplying the Company's investment in excess of ten times projected annual Distribution Revenue (including its authorized pre-tax return) by an appropriate percentage that will be based upon the term of the NGV Agreement.

4. Gas Cost

BGSS-M rate applicable to month of sale for gas sold by Company, not applicable if supplied by a Third Party Supplier.

5. Taxes and Fees

Motor Fuel and all other taxes and fees or other similar charges applicable to sale and/or transportation of Vehicular Gas. The remittance of any applicable taxes related to such use shall be the sole responsibility of the Company.

*The charges set forth in this section exclude sales and use tax and will be adjusted for all other applicable Riders of this Tariff and any additional taxes, fees or similar charges that are lawfully imposed by the Company. A Customer that receives gas supply from a TPS will be charged for commodity according to the agreement between the customer and the TPS.

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SERVICE CLASSIFICATION
COMMERCIAL & INDUSTRIAL NATURAL GAS VEHICLE SERVICE (NGV)
(continued)

Sales of Vehicular Natural Gas to Third Parties:

Customer may agree in the Agreement to allow its CNG Fueling Station to be used to sell and dispense CNG to the general public. Such sales will be made at publicly posted prices as determined by the Customer. Distribution Charge revenues from sales to the public shall be credited against any revenue guarantee obligation of Customer.

II. PUBLIC FUELING STATIONS

Company may construct, operate and maintain CNG Fueling Facilities for the purpose of providing Vehicular Gas to the general public.

Rates and Charges Applicable to Company Owned Public Fueling Stations:*

If Company offers service to the general public, the Company shall charge the rates set forth below. The Company shall post such rates at each Public Fueling Facility owned and operated by the Company. The price shall be the Gasoline Gallon Equivalent ("GGE") of a price per therm that includes the following components:

| | |
|-------------------------------|--|
| <u>Distribution Charge</u> | \$0.3303 per therm |
| <u>Fueling Station Charge</u> | \$0.3600 per therm |
| <u>Facilities Charge</u> | \$0.2987 per therm |
| <u>Gas Cost</u> | BGSS-M rate applicable to the month of sale |
| <u>Taxes and Fees</u> | Motor fuel and all other taxes and fees or other similar charges applicable to sales of Vehicular Gas. The remittance of any applicable taxes related to such use shall be the sole responsibility of the Company. |

*The charges set forth in this section exclude sales and use tax and will be adjusted for all other applicable Riders of this Tariff and any taxes/fees or similar charges that are lawfully imposed by the Company.

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SERVICE CLASSIFICATION
COMMERCIAL & INDUSTRIAL NATURAL GAS VEHICLE SERVICE (NGV)
(continued)

SPECIAL PROVISIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM
THIRD PARTY SUPPLIERS ("TPS"):

1. Service Agreement

The signing of a Service Agreement and possession by the Customer of a fully executed contract to purchase gas from a TPS are conditions precedent to receiving gas supply from a TPS.

2. Automatic Meter Reading (AMR) Equipment

Customer shall pay for all costs to install AMR equipment including power, communications and other equipment as specified by the Company and provide access for such equipment. Payments made by the Customer shall not give the Customers ownership of the equipment which shall remain the sole property of the Company.

3. Gas Commingling

Service under this Service Classification is provided by the Company within its service territory for the Customer. The gas transported under this Service Classification is not the property of the Company. However, the Company reserves the right to commingle such gas with other supplies. Moreover, the Company reserves the right to utilize Customer's gas, when necessary, in accordance with the applicable curtailment provisions of this Tariff.

4. Transportation to Gas Company Facilities

The Company is not responsible for making arrangements for transportation service Customers for transporting the gas from its source to the Company's interconnection with the delivering pipeline supplier.

5. Nominations for Service

The Customer's TPS shall nominate on behalf of its Customers the daily requirements.

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SERVICE CLASSIFICATION
COMMERCIAL & INDUSTRIAL NATURAL GAS VEHICLE SERVICE (NGV)
(continued)

SPECIAL PROVISIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM
THIRD PARTY SUPPLIERS ("TPS"): (continued)

6. Utilizing a Third Party Supplier

Customers utilizing brokers, marketers or other TPSs either as agents or as suppliers of gas into the Company's system must notify the Company in writing of the TPS that will be used in any particular month. Customer agrees that as between the Company and Customer, the Company shall be entitled to rely upon information concerning deliveries of natural gas on behalf of Customer provided by TPS. Any Customer or TPS that wishes to deliver gas into the Company's system prior to commencing deliveries must be a qualified TPS under the Company's TPS service classification.

7. Imbalance Charges

To the extent that a TPS ceases operations or under delivers gas, Customers shall be ultimately responsible for payment of any charges not paid for by their TPS, including but not limited to daily and/or monthly imbalance charges for gas supplies consumed by Customer but not delivered by TPS. In the event a TPS fails to pay these charges the customers shall be billed directly by the Company for their direct portion, if by their non-compliance to Company directives to cease gas use, and/or a prorata share by applying the Allocation of Supply terms of the TPS Service Classification, except that essential service gas customers will first be credited with standby gas purchased by the TPS on their behalf.

8. Gas Supply Obligation

In the event that Customer's Third Party Supplier fails to deliver, the Company may, in its sole discretion, provide replacement gas supplies. The Company shall have no obligation to provide natural gas supplies to Customers that contract for TPS Service, except for those whose TPS contracted for Standby Service, limited to Essential Gas User customers. In the event that a Customer that is not covered by Standby Service seeks to purchase natural gas supplies from the Company, such sales may be made by the Company in its sole discretion under such terms and conditions as the Company may require.

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SERVICE CLASSIFICATION
COMMERCIAL & INDUSTRIAL NATURAL GAS VEHICLE SERVICE (NGV)
(continued)

SPECIAL PROVISIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM
THIRD PARTY SUPPLIERS ("TPS"): (continued)

9. Indemnification

As between Company and Customer, Customer warrants that it has clear title to any gas supplies delivered into the Company's system for redelivery to Customer and Customer shall be deemed to be in exclusive control and possession of gas prior to its delivery into the Company's system for redelivery to Customer. Customer agrees to indemnify, defend and hold harmless Company from any and all claims, suits or damage actions arising out of deliveries of gas on behalf of transporting customer.

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SERVICE CLASSIFICATION – LARGE VOLUME DEMAND (LVD)

The signing of a service agreement is a condition precedent to receiving service under this classification. The Service Agreement will include the Customer's Demand Charge Quantity (DCQ).

APPLICABLE TO USE OF SERVICE FOR:

Applicable to Commercial and Industrial Users, when daily demand is not less than 2,000 therms per day up to the maximum daily demands as set forth in the Service Agreement, provided that all firm gas service is supplied under this rate, Gas Company's facilities are suitable, and the required quantity of gas is available for the service desired. The consumption of gas in different locations will not be combined for billing purposes.

CHARACTER OF SERVICE:

Continuous.

*CHARGE PER MONTH:

| | |
|-------------------------------|---------------|
| Service Charge | \$274.68 |
| Demand Charge per DCQ | \$1.032 |
| Distribution Charge per Therm | \$0.0538 |
| Commodity Charge | Per Rider "A" |

*The charges set forth in this Service Classification include sales and use tax and will be adjusted for all other applicable Riders of this Tariff and any additional taxes or similar charges that are lawfully imposed by the Company. A customer that receives gas supply from a TPS will be charged for commodity according to any agreement between the customer and the TPS.

DETERMINATION OF THE DEMAND CHARGE QUANTITY ("DCQ"):

The DCQ will be determined by the Customer's maximum daily requirements in terms of therms per day and included in the Service Agreement.

The DCQ level shall be the highest actual daily metered consumption registered from an approved automatic meter reading device at Customer's premises within a period of not less than two years, but up to three years immediately preceding the Customer obtaining service or renewing a Service Agreement under this Service Classification if such information is available. Otherwise DCQ shall be set equal to the product of (1) the highest winter monthly consumption for the most recent winter (October through April), normalized for weather, divided by the applicable

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SERVICE CLASSIFICATION – LARGE VOLUME DEMAND (LVD)
(continued)

DETERMINATION OF THE DEMAND CHARGE QUANTITY (“DCQ”): (continued)

number of days in the respective billing month, and (2) 1.36, provided that DCQ shall not be less than the highest non-winter month consumption divided by the applicable number of days in the respective billing month. For process loads, the Company may base the DCQ on historical consumption. If historical consumption information is not available, then (a) the initial DCQ level shall be based upon the Customer’s gas utilization equipment expressed in consumption per day, and (b) after twelve (12) months of actual consumption has been metered, the DCQ level shall be redetermined.

If the Customer’s maximum daily usage exceeds the contract demand as stated in the Service Agreement more than three (3) times in twelve (12) months, the Company may increase the DCQ in the Service Agreement to the highest level experienced during the previous 12 months.

MINIMUM MONTHLY CHARGE:

The sum of the Service Charge and the Demand Charge.

TERM OF PAYMENT:

All bills are due upon presentation. Should the Customer fail to make payment in full, the Company may, within the time period specified in and in accordance with Section 7.10 of the Standard Terms and Conditions of this Tariff, assess late payment charges.

TERM OF CONTRACT:

Not less than two (2) years, and for successive two (2) year terms thereafter unless terminated by written notice prior to sixty (60) days of the contract anniversary date. At the Company’s option, the Customer may switch to a firm transportation service within the first two years. However, the customer is obligated to a minimum of two (2) years of service.

STANDARD TERMS AND CONDITIONS:

This Service Classification is subject to the Standard Terms and Conditions of this Tariff.

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SERVICE CLASSIFICATION – LARGE VOLUME DEMAND (LVD)
(continued)SPECIAL PROVISIONS:1. Plant Shutdowns

In the event Customer is compelled to shutdown operation of its entire manufacturing or commercial facilities because of a major disaster, major strike, or order of any court or administrative agency having jurisdiction, and said shutdown continues in effect through a full calendar month, Gas Company, upon written request from Customer, may adjust the Minimum Charge for the calendar month. Separate written requests by Customer must be made for each month in which an adjustment of the Minimum Charge is desired and said request shall set forth in detail the exact reasons therefor.

2. Standby Equipment and Fuel

It is the Customer's responsibility to provide for alternate energy facilities needed, if any to provide plant protection service, including cool down periods for refractory, during periods in which gas may be curtailed in accordance with curtailment plan authorized by the State of New Jersey or appropriate Federal Government Agency that are applicable to the Company's operation. In addition, the Gas Company reserves the right to interrupt or suspend service rendered hereunder by customer if, in the sole judgement of the Company, it is necessary to meet system integrity or to meet other emergency demands under its Curtailment Action Plan as set forth in Section I of this tariff.

3. Facility Charges

The costs of any changes in the facilities of the Gas Company necessary to render this service will be paid for by the Customer.

4. Unauthorized Use

This Service Classification is subject to Section I, Item 17, Unauthorized Gas Use of the Standard Terms and Conditions.

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SERVICE CLASSIFICATION – ELECTRIC GENERATION FIRM SERVICE (EGF)

All customers must sign a Service Agreement. Service will be restricted to the maximum annual and hourly requirements, and the location and equipment specified in the Agreement.

APPLICABLE TO USE OF SERVICE FOR:

Available to customers who utilize natural gas for Qualifying Cogeneration, as defined below, Distributive Generation, Micro Turbine and Fuel Cells at facilities with a rated production of over 500 Kilowatts (kW). Customers have the option of taking service under this Service Classification or negotiating a sales and/or transportation service contract which will be filed with the BPU.

A Qualifying Cogeneration Facility is one that meets the Federal Energy Regulatory Commission (FERC) certification of qualifying status for the sequential production of electrical and/or mechanical energy and useful thermal energy from the same fuel source by a facility as defined in Section 201 of the Regulatory Policies Act of 1978.

CHARACTER OF SERVICE:

Continuous

*CHARGE PER MONTH:

| | <u>Tax-Exempt</u> ⁽¹⁾ | <u>Taxable</u> ⁽²⁾ |
|-------------------------------|----------------------------------|-------------------------------|
| Service Charge | \$52.27 | \$55.86 |
| Demand Charge per DCQ | \$0.421 | \$0.450 |
| Distribution Charge per Therm | \$0.0472 | \$0.0504 |
| Commodity Charge | Per Rider "A" | Per Rider "A" |

* The charges set forth in this Service Classification include sales and use tax, unless noted tax-exempt and will be adjusted for all other applicable Riders of this Tariff and any additional taxes or similar charges that are lawfully imposed by the Company.

- (1) Tax-Exempt rates apply to cogeneration facilities that are in compliance with the terms of N.J.S.A. 54:30A-50.
- (2) Taxable rates apply to customers, unless specifically exempted by law, entering Service Agreements with the Company after 3/10/1997.

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SERVICE CLASSIFICATION – ELECTRIC GENERATION FIRM SERVICE - (EGF)
(continued)DETERMINATION OF THE DEMAND CHARGE QUANTITY (“DCQ”):

The DCQ will be determined by the Customer’s maximum daily requirements in terms of therms per day and included in the Service Agreement.

The DCQ level shall be the highest actual daily metered consumption registered from an approved automatic meter reading device at Customer’s premises within a period of not less than two years, but up to three years immediately preceding the Customer obtaining service or renewing a Service Agreement under this Service Classification if such information is available. Otherwise DCQ shall be set equal to the product of (1) the highest winter monthly consumption for the most recent winter (October through April), normalized for weather, divided by the applicable number of days in the respective billing month, and (2) 1.36, provided that DCQ shall not be less than the highest non-winter month consumption divided by the applicable number of days in the respective billing month. For process loads, the Company may base the DCQ on historical consumption. If historical consumption information is not available, then (a) the initial DCQ level shall be based upon the Customer’s gas utilization equipment expressed in consumption per day, and (b) after twelve (12) months of actual consumption has been metered, the DCQ level shall be redetermined.

If the Customer’s maximum daily usage exceeds the DCQ as stated in the Service Agreement more than three (3) times in twelve (12) months, the Company may increase the DCQ in the Service Agreement to the highest level of usage experienced within the past 12 months.

The billing demand quantity for the initial month of gas consumption shall be the rated twenty-four (24) hour input of the connected equipment expressed in equivalent therms.

Demands established during the billing months of May through September, inclusive, will not be used for billing purposes to the extent that such demands exceed previously established billing demands.

MINIMUM MONTHLY CHARGE:

The sum of the Service Charge and the Demand Charge.

TERM OF PAYMENT:

All bills are due upon presentation. Should the Customer fail to make payment in full, the Company may, within the time period specified in and in accordance with Section 7.10 of the Standard Terms and Conditions of this Tariff, assess late payment charges.

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SERVICE CLASSIFICATION – ELECTRIC GENERATION FIRM SERVICE - (EGF)
(continued)TERM OF CONTRACT:

The term of the contract will be specified in the Service Agreement, but shall not be less than two years. Successive two-year terms shall be provided unless terminated by written notice prior to 60 days of the contract anniversary date.

STANDARD TERMS AND CONDITIONS:

This Service Classification is subject to the Standard Terms and Conditions of this Tariff.

SPECIAL PROVISIONS:1. Maximum Gas Usage and Deliveries

Service will be restricted to the maximum annual and hourly requirements, and the location and equipment specified in the Service Agreement. Upon request by customer, Company may deliver available quantities of gas in excess of maximum hourly requirement for limited periods. Such deliveries shall not be deemed to constitute a change in the requirements specified in the Service Agreement.

2. Qualifying Facilities and Reporting

Customer must certify that qualifying status has been granted by the FERC and any other agencies required to grant operating status to the facility. The Customer is required to file with the Company all publicly available reports, related to cogeneration operation, that are filed with State and Federal agencies.

3. Metering

Service supplied under this Service Classification shall be separately metered.

4. Unauthorized Use

This Service Classification is subject to Section I, Item 17, Unauthorized Gas Use of the Standard Terms and Conditions.

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SERVICE CLASSIFICATION – GAS LIGHT SERVICE (GLS)

This Service Classification is limited to un-metered Gas Lights whose cost of maintenance and repair shall be the responsibility of Customer.

APPLICABLE TO USE OF SERVICE FOR:

Customers who have the gas supply for their outdoor lighting fixtures connected directly to the gas service pipe without being metered.

CHARACTER OF SERVICE:

Continuous.

CHARGE PER MONTH:

The Distribution Charge for this service shall be at the flat rate of \$7.00 per Mantel Equivalent, inclusive of taxes , for each .02 therms of hourly input rating of the lighting fixtures. Input ratings shall be those of the manufacturer of the gas lighting fixtures or as determined by actual test or calculation made by Gas Company. The rate set forth above will be adjusted for the Periodic Basic Gas Supply Service Charge (BGSS-P) of this Tariff as well as all other applicable Riders of this Tariff and any additional taxes or similar charges that are lawfully imposed by the Company. Per Therm charges shall be determined by the Company using the following factors times the applicable rates noted above:

$$\begin{aligned} \text{Mantel Equivalents} &= \text{fixture input rating} / .02 \text{ therms of hourly input} \\ \text{Un Metered Billing Therms} &= \text{Mantel Equivalents} * .02 * 24 \text{ hours} * 365 / 12 \end{aligned}$$

MINIMUM MONTHLY CHARGE:

Flat rate as shown above.

TERM OF PAYMENT:

All bills are due upon presentation. Should a non-residential GLS Customer fail to make payment in full, the Company may, within the time period specified in and in accordance with Section 7.10 of the Standard Terms and Conditions of this Tariff, assess late payment charges.

TERM OF CONTRACT:

One year, and thereafter until terminated by five (5) days written notice.

STANDARD TERMS AND CONDITIONS:

This Service Classification is subject to the Standard Terms and Conditions of this Tariff.

Date of Issue: xx1

Effective: Service Rendered
on and after xx2

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities
Dated xx3 in Docket No. xx4

ELIZABETHTOWN GAS
B. P. U. NO. 15 – GAS

ORIGINAL SHEET NO.

SERVICE CLASSIFICATION - COGENERATION SERVICE – INTERRUPTIBLE (CSI)
CLOSED TO NEW CUSTOMERS

This Service Classification is only available to qualifying cogeneration facilities served under this classification on or after January 1, 2010, as well as additional facilities added at these customers existing cogeneration sites after this date.

The signing of a Service Agreement and Federal Energy Regulatory Commission (FERC) certification of qualifying status are conditions precedent to receiving service under this Service Classification.

APPLICABLE TO USE OF SERVICE FOR:

The sequential production of electrical and/or mechanical energy and useful thermal energy from the same fuel source by a Qualifying Facility as defined in Section 201 of the Regulatory Policies Act of 1978.

Customer must certify that qualifying status has been granted by the FERC and will be required to sign a Service Agreement. Service will be restricted to the maximum annual and hourly requirements, and the location and equipment specified in the Agreement.

CHARACTER OF SERVICE:

Interruptible.

Gas will be available at the sole option of the Gas Company when peaking supplies are not required to meet the gas demands of customers served under firm service classifications or other system requirements.

Service may be discontinued or curtailed at the sole option of the Gas Company after not less than three (3) hours notice by telephone or otherwise.

*CHARGE PER MONTH:

| | <u>Tax-Exempt</u> | <u>Taxable</u> |
|-----------------|-------------------|----------------|
| Service Charge | \$101.20 | \$108.16 |
| Quantity Charge | * | * |

*The Quantity Charge shall be the monthly Basic Gas Supply Service Charge ("BGSS-M") plus \$0.0300 per therm pre taxes. In addition, the total monthly charge will be adjusted for all applicable riders or taxes of this tariff.

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SERVICE CLASSIFICATION – COGENERATION SERVICE – INTERRUPTIBLE (CSI)
CLOSED TO NEW CUSTOMERS

(continued)

MINIMUM MONTHLY CHARGE:

Service Charge.

TERM OF PAYMENT:

All bills are due upon presentation. Should the Customer fail to make payment in full, the Company may, within the time period specified in and in accordance with Section 7.10 of the Standard Terms and Conditions of this Tariff, assess late payment charges.

TERM OF CONTRACT:

The term of the contract will be specified in the Service Agreement, but shall not be less than one year. Successive one-year term extensions shall be provided for thereafter, unless terminated by written notice prior to 60 days of the contract anniversary date.

STANDARD TERMS AND CONDITIONS:

This Service Classification is subject to the Standard Terms and Conditions of this Tariff.

SPECIAL PROVISIONS:1. Reports

Customer is required to file with the Company all publicly available reports, related to cogeneration operation, that are filed with State and Federal agencies.

2. Metering

Service supplied under this Service Classification shall be separately metered.

3. FERC Status

Customer must certify that qualifying status has been granted by the FERC and will be required to sign a Service Agreement. Service will be restricted to maximum annual and hourly requirements, and the location and equipment specified in the agreement. Upon request by customer, Elizabethtown may deliver available volumes of gas in excess of maximum hourly requirements for limited periods. Such deliveries shall not be deemed to constitute a change in the requirements specified in the Agreement.

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SERVICE CLASSIFICATION – COGENERATION SERVICE – INTERRUPTIBLE (CSI)
CLOSED TO NEW CUSTOMERS
(continued)

SPECIAL PROVISIONS: (continued)4. Standby Equipment and Fuel

It is the Customer's full responsibility to have standby equipment installed and maintained in operating condition and a fuel supply adequate for its operation at all times.

5. Interruption of Service

The Company reserves the right to physically curtail the gas service to any Customer if, in the Company's sole judgment, such action is necessary to protect the operation of its system.

6. Gas Day

A "day" shall be a period of twenty-four (24) consecutive hours, beginning as near as practical to 8 a.m., or as otherwise agreed upon by Customer and Gas Company.

7. Tax Exemption

The cogeneration facility must be in compliance with N.J.S.A. 54:30A-50 in order to be exempt from applicable taxes.

UNAUTHORIZED USE:

This Service Classification is subject to Section I, Item 17, Unauthorized Gas Use of the Standard Terms and Conditions.

TREATMENT OF REVENUES:

Eighty (80%) percent of all revenues produced under this Service Classification, exclusive of: Service Charges, and applicable Riders, taxes and the BGSS-M component of the Quantity Charge which shall be credited to the BGSS, after removing applicable taxes, shall be credited to the OSMC in accordance with the Board's Order in Docket No. GO99030122, 20% retained by the Company.

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SERVICE CLASSIFICATION – INTERRUPTIBLE SERVICE (IS)

The signing of a service agreement is a condition precedent to receiving service under this classification. The Service Agreement will include the Customer's maximum daily requirements.

APPLICABLE TO USE OF SERVICE FOR:

Industrial boiler and commercial boiler use customers having an alternate fuel capability with a daily demand of not less than 500 therms per day up to a maximum daily demand as set forth in the Service Agreement, providing the Gas Company facilities are suitable and when the Gas Company in its sole discretion deems sufficient gas supplies to be available for this service.

Gas delivered will be separately metered and shall not be used interchangeably with gas supplied under any other Service Classification.

CHARACTER OF SERVICE:Interruptible

Gas will be available for interruptible service at the sole option of the Gas Company when peaking supplies are not required to meet the gas demands of customers served under firm service classifications or other system requirements. Service may be discontinued or curtailed at the sole option of the Gas Company after not less than three (3) hours notice by telephone or otherwise. See also Special Provision – Alternative Fuel Requirement.

*CHARGE PER MONTH:

| | |
|---------------------------|----------|
| Service Charge | \$356.03 |
| Demand Charge per DCQ | \$0.081 |
| Quantity Charge per Therm | ** |

*The charges set forth above include sales and use tax, unless noted tax exempt, and will be adjusted for all other applicable Riders of this Tariff and any additional taxes or similar charges that are lawfully imposed by the Company.

**The Quantity Charge shall be \$0.0517 per therm plus the BGSS-M Charge of Rider "A", plus all other applicable Riders of this Tariff and any additional taxes, or similar charges that are lawfully imposed by the Company. However, it may be adjusted at the sole discretion of the Company each month, upon five (5) days notice to the Board, to a price as described below:

A price equal to the estimated market price expressed in an equivalent rate per therm for No. 2 grade fuel oil using an average BTU content of 136,000 but not less than the floor price nor greater than the ceiling price as described as follows:

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SERVICE CLASSIFICATION – INTERRUPTIBLE SERVICE (IS)
(continued)CHARGE PER MONTH: (continued)

The floor price, as determined monthly, shall be the BGSS-M and an adjustment for applicable taxes plus applicable Riders of this tariff, plus \$0.016 per therm during the period April through October or \$0.032 per therm during the period November through March and any additional taxes or similar charges that are lawfully imposed by the Company.

The ceiling price shall be \$0.9427 per therm plus the BGSS-M Charge of Rider "A", plus applicable Riders of this Tariff and any additional taxes or similar charges that are lawfully imposed by the Company. The ceiling price will be reviewed for possible adjustment if the spot price for Futures Contract Crude Oil – Light Sweet, as published in the Wall Street Journal, exceeds \$130.00 per barrel.

DETERMINATION OF THE DEMAND CHARGE QUANTITY ("DCQ"):

The DCQ will be determined by the Customer's maximum daily requirements in terms of therms per day and included in the Service Agreement.

The DCQ level shall be the highest actual daily metered consumption registered from an approved automatic meter reading device at Customer's premises within a period of not less than two years, but up to three years immediately preceding the Customer obtaining service or renewing a Service Agreement under this Service Classification if such information is available. Otherwise DCQ shall be set equal to the product of (1) the highest winter monthly consumption for the most recent winter (October through April), normalized for weather, divided by the applicable number of days in the respective billing month, and (2) 1.36, provided that DCQ shall not be less than the highest non-winter month consumption divided by the applicable number of days in the respective billing month. For process loads, the Company may base the DCQ on historical consumption. If historical consumption information is not available, then (a) the initial DCQ level shall be based upon the Customer's gas utilization equipment expressed in consumption per day, and (b) after twelve (12) months of actual consumption has been metered, the DCQ level shall be redetermined. If the Customer's maximum daily usage exceeds the DCQ as stated in the Service Agreement more than three (3) times in twelve (12) months, the Company may increase the DCQ in the Service Agreement to the highest level experienced during the previous 12 months.

MINIMUM MONTHLY CHARGE:

The sum of the Service Charge and the Demand Charge.

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SERVICE CLASSIFICATION – INTERRUPTIBLE SERVICE (IS)

(continued)

TERM OF PAYMENT:

All bills are due upon presentation. Should the Customer fail to make payment in full, the Company may, within the time period specified in and in accordance with Section 7.10 of the Standard Terms and Conditions of this Tariff, assess late payment charges.

TERM OF CONTRACT:

Not less than one (1) year, and for successive one (1) year terms thereafter unless terminated by written notice prior to sixty (60) days of the contract anniversary date.

STANDARD TERMS AND CONDITIONS:

This Service Classification is subject to the Standard Terms and Conditions of this Tariff.

SPECIAL PROVISIONS:1. Standby Equipment and Fuel

It is the Customer's full responsibility to have standby equipment installed and maintained in operating condition and a fuel supply adequate for its operation at all times. The Customer shall provide the Gas Company with an affidavit certifying the grade and sulphur content of fuel oil that can be utilized in the facilities served under this service classification or a description of the alternate fuel used.

2. Pilot Gas

Any gas consumed for pilot lights shall be billed at the GDS rate schedule. Separate metering shall be used where practicable. Where such metering is not practical, a fixed monthly charge based upon the rated input of the pilot will be billed to the Customer.

3. Emergency Service

If an IS Customer requests gas on an emergency basis when gas service would otherwise be precluded under the terms of this service classification, the Gas Company may in its sole discretion tender gas if it determines that an emergency does exist and the Gas Company has the ability to provide the gas service. Gas consumed under the provision will be priced at a rate per therm equal to the greater of:

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SERVICE CLASSIFICATION – INTERRUPTIBLE SERVICE (IS)
(continued)SPECIAL PROVISIONS: (continued)3. Emergency Service (continued)

- a) the incremental cost of gas, as determined by the Gas Company, during the time such service is rendered adjusted for the applicable taxes plus five (5) cents per therm, or
- b) the Distribution Charge of the GDS Service Classification rate plus the BGSS-M charge of Rider "A".

4. Plant Shutdown

In the event Customer is compelled to shut down operation of its manufacturing or commercial facilities because of a major disaster, major strike, or a lawful order of any court or administrative agency having jurisdiction, Gas Company, upon written request from Customer, may not apply or collect from Customer the minimum monthly charge established herein during the period Customer's plant shall remain so shut down, and, upon receipt of such request, Gas Company shall have the right to terminate the contract as of the date when such request is received or at any other time during the period of suspension of said minimum monthly charge.

5. Unauthorized Use

This Service Classification is subject to Section I, Item 17, Unauthorized Gas Use of the Standard Terms and Conditions.

6. Alternative Fuel Requirement

As of November 1 of each year, interruptible Customers using No. 2 fuel oil, No. 4 fuel, jet fuel or kerosene are required to have seven (7) days of alternative fuel either on hand or, if a Customer's on-site storage capacity is less than seven (7) days, then full storage capacity plus additional firm contractual supply arrangements to equal seven (7) days. On or before November 1st, Customers shall submit an "Alternative Fuel Certification" indicating they have met the above requirements and the alternative fuel used or will agree to suspend operations during an interruption. Customers who fail to discontinue natural gas use, consistent with the terms and conditions of the relevant interruptible tariff, shall be assessed a charge based on Unauthorized Use.

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SERVICE CLASSIFICATION – INTERRUPTIBLE SERVICE (IS)
(continued)SPECIAL PROVISIONS: (continued)7. Treatment of Revenues

Eighty (80%) percent of all revenues produced under this Service Classification, exclusive of: Service Charges, Demand Charges, applicable Riders; taxes and the floor price, which shall be credited to the BGSS, after removing applicable taxes shall be credited to the OSMC in accordance with the Board's Order in Docket No. GO99030122, 20% retained by the Company.

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SERVICE CLASSIFICATION – CONTRACT SERVICE (CS)

This service classification is limited to those customers or their successors and assigns under contract on July 18, 1977.

APPLICABLE TO USE OF SERVICE FOR:

Large volume boiler or turbine fuel with connected load in excess of 35,000 therms per day. Terms of service including pressure, capital repayment, operation condition are separately set forth in individual agreements between the Gas Company and the customers.

Contracts in effect are with:

Service to Gilbert Generating Station and to Glen Gardner Generating Station per service initially begun with Jersey Central Power & Light Company.

CHARACTER OF SERVICE:

Gas will be available at the sole option of the Gas Company when peaking supplies are not required to meet the gas demands of customers served under firm service classifications or other system requirements.

The Gas Company reserves the right to interrupt this service upon three (3) hours notice by telephone or otherwise if in its sole discretion continuance of service would adversely impact on its ability to adequately serve other Customers or for other operational reasons.

RATE:

Jersey Central Power and Light Company – not to exceed \$0.0819 per therm plus the BGSS-M Charge, plus the applicable Riders of this Tariff, net of Sales and Use Tax, in effect at the time of rendering service, but not less than the floor price. The floor price, as determined monthly, shall be the BGSS-M plus pre tax rates of \$0.0150 per therm during the period April through October or \$0.0320 per therm during the period November through March, plus applicable Riders of this Tariff, plus an adjustment for any other charges lawfully imposed by the Company.

The rate to be charged will be determined solely by the Company within the range described above.

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SERVICE CLASSIFICATION – CONTRACT SERVICE (CS)
(continued)TERM OF PAYMENT:

All bills are due upon presentation. Should the Customer fail to make payment in full, the Company may, within the time period specified in and in accordance with Section 7.10 of the Standard Terms and Conditions of this Tariff, assess late payment charges.

TERM OF CONTRACT:

One year, and for successive one (1) year terms thereafter unless terminated by written notice prior to sixty (60) days of the contract anniversary date.

SPECIAL PROVISIONS:1. BTU Adjustment

For purposes of billing, all gas volumes delivered under this service classification shall be converted to therms by multiplying the daily volume at standard conditions of pressure (14.73 psia) and temperature (60°F) by the average daily BTU value of the gas.

2. Emergency Service

Emergency service will be provided upon request if the Gas Company in its sole judgment has the facility capability and the gas supplies to render such service. The rate charged for such service shall be equal to the greater of: a) the incremental cost of gas required by the system at the time the emergency service is rendered plus five cents per therm or b) 145 percent of the "projected purchased gas cost used in determining the current BGSS-M Charge for the purposes of Rider A; plus an adjustment for applicable taxes or similar charges. Excess revenues derived from this provision (exclusive of any adjustments) will be applied to the BGSS Charge as recovered gas costs.

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SERVICE CLASSIFICATION – CONTRACT SERVICE (CS)
(continued)

SPECIAL PROVISIONS: (continued)

3. Special Purchases

Gas purchased specifically for Service to Gilbert Generating Station and to Glen Gardner Generating Station shall be sold to the customer(s) incrementally subject to the following conditions as agreed to in writing by all parties and to be in effect for the entire transaction period as specified below:

- a) Type of Service
- b) Duration of Agreement
- c) If the rate agreed upon is to be based upon an oil parity, the following shall be specified in the agreement:
 - (1) Type of oil to be used for parity purposes
 - (2) The source from which oil prices will be taken and the method by which the oil parity rate will be computed
 - (3) The appropriate adjustments to be made to the oil parity rate
 - (4) The frequency with which the oil parity will be recomputed
- d) The rate when an oil parity rate is not used
- e) Special contract provisions

The BGSS Charge of this tariff shall not apply to the services provided under this provision. Similarly, all volumes shall be excluded from the calculations associated with the clause.

4. Transportation of Customer Gas

Gas purchased by the Customer and made available for Transportation through the Company system will be delivered to Customer subject to the terms and conditions of a Service Agreement signed by all parties.

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SERVICE CLASSIFICATION – CONTRACT SERVICE (CS)
(continued)

SPECIAL PROVISIONS: (continued)

4. Transportation of Customer Gas (continued)

The Service Agreement shall specify the following:

- a) Type of Service
- b) Duration of Agreement
- c) Charges associated with the Service
- d) Special contract provisions

5. Storage Service

a) Firm Storage

Availability of Storage Service will be announced by the Company by February 1 of each year. The Customer may subscribe for Firm Storage Service by March 1 of each year. If oversubscribed, the available level of service will be offered pro rata, based on the Customer's actual usage during the 12 months ended December 31. Firm Storage Service will be available for a contract year running May 1 through April 30.

The Storage Service will be available at a 100 day withdrawal rate or a 150 day withdrawal rate. Injections into storage may be made between May 1 and October 31 at a daily rate not to exceed 1/180 of the contracted storage capacity. Withdrawals may be made between November 1 and April 30 at a daily rate not to exceed contract amount as set forth in the Service Agreement. All storage gas must be taken out by April 30. The Company may at times relax these operating conditions if it determines such can be done without adversely affecting service to its sales customers.

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SERVICE CLASSIFICATION – CONTRACT SERVICE (CS)

(continued)

SPECIAL PROVISIONS: (continued)5. Storage Service (continued)

The charges for Firm Storage Service are as follows:

| | | |
|----------------------------|---------|-----------|
| Customer Accounting Charge | \$69.55 | per month |
| Injection Charge | \$0.086 | per Dth |
| Withdrawal Charge | None | |

Storage Demand Charge (Monthly Charge for 12 Months)

| | | |
|-------------------------|---------|--|
| 100 day withdrawal rate | \$0.152 | per Dth of contracted storage capacity |
| 150 day withdrawal rate | \$0.116 | per Dth of contracted storage capacity |

The Company and Customer will enter into a Service Agreement specifying the maximum daily delivery amount and total storage capacity amount. The Customer may not obtain a maximum daily delivery amount in excess of 50% of their maximum daily demand for gas and in no event greater than the maximum daily delivery amount in their Transportation Service Agreement.

b) Limited Storage Service

For the period May through October the Company may offer a limited Storage Service. The charges for such service shall be as follows:

| | | |
|----------------------------|---------|--|
| Customer Accounting Charge | \$69.55 | per month |
| Injection Charge | \$0.086 | per Dth |
| Withdrawal Charge | | None |
| Storage Demand Charge | \$0.041 | per Dth of contracted storage capacity |

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SERVICE CLASSIFICATION – CONTRACT SERVICE (CS)

(continued)

SPECIAL PROVISIONS: (continued)b) Limited Storage Service (continued)

The Company and Customer will enter into a Service Agreement specifying the maximum daily delivery amount and the total storage capacity amount. The Service Agreement will also describe when and how injection and withdrawals can be made. The Customer may not obtain storage capacity for more than 50% of their most recent historical gas consumption for the period of May to October, however that level of consumption may be adjusted upward if the Customer were using alternate fuel instead of gas.

6. Treatment of Revenues

All revenues produced under this Service Classification, exclusive of; Service Charges, and applicable Riders, taxes , and revenues resulting from service under Special Provisions 2, will be apportioned as follows:

a) Sales made under the Rate provision of this service classification:

All remaining revenues in excess of the floor price of gas, after removing applicable taxes , shall be subject to revenue sharing – 80% credited to the OSMC in accordance with the Board's Order in Docket No. GO99030122, 20% retained by the Company.

b) Sales made under Special Provision 3 of this service classification:

All remaining revenues in excess of the costs associated with the special gas purchase shall be subject to revenue sharing – 80% credited to the OSMC in accordance with the Board's Order in Docket No. GO99030122, 20% retained by the Company.

c) Services provided under Special Provision 4 of this service classification:

All remaining revenues in excess of any incremental administrative costs incurred in providing this service shall be subject to revenue sharing – 80% credited to the OSMC in accordance with the Board's Order in Docket No. GO99030122, 20% retained by the Company.

d) Services provided under Special Provision 5 of this service classification:

All remaining revenues in excess of the Customer Accounting Charge shall be subject to revenue sharing – 80% credited to the OSMC in accordance with the Board's Order in Docket No. GO99030122, 20% retained by the Company.

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SERVICE CLASSIFICATION – CONTRACT SERVICE (CS)

(continued)

SPECIAL PROVISIONS: (continued)

7. Contract Review

To the extent that any new contracts with terms in excess of three (3) years are entered into under Special Provision 3, 4 and/or 5 of this service classification or any existing contracts under Special Provision 3, 4 and/or 5 with terms in excess of three (3) years are amended, the Company is required to submit such contracts or amendments to the Staff of the Board of Public Utilities for review thirty days prior to the effective date of such contract or amendment.

8. Societal Benefits Charge

The rates set forth above will be adjusted for the Societal Benefits Charge of this Tariff, Rider "D".

9. Applicable Taxes

The charges in this Rate Schedule will include provision for the New Jersey Sales and Use Tax. When billed to customers exempt from one or more of these taxes, such charges will be reduced by the relevant amount of such taxes included therein.

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SERVICE CLASSIFICATION – SUPPLEMENTAL INTERRUPTIBLE SERVICE (SIS)

This service classification is for a limited term. The signing of a service agreement by the customer with the Gas Company is a condition precedent to receiving service under this service classification.

APPLICABLE TO USE OF SERVICE FOR:

Customers under service classification EGF, CSI, LVD, IS or ITS up to a maximum daily demand as set forth in their existing service agreement, or as set forth in the service agreement under this service classification, providing that Gas Company facilities are suitable and gas supplies can be secured for this service.

CHARACTER OF SERVICE:

Gas will be made available for this service only to the extent that such gas supplies can be incrementally purchased or produced.

The Gas Company reserves the right to interrupt this service upon three (3) hours notice by telephone or otherwise if in its sole discretion continuance of service would adversely impact on its ability to adequately serve other customers or for other operational reasons.

RATE:1. Service Charge

Upon initial request of SIS service, customer will be charged an amount equal to the monthly service charge of the customer's existing rate. This charge will be reassessed for subsequent initial requests made after June 30 of any year. In addition a \$50.00 daily charge will be assessed, pre-taxes, for each day SIS is utilized.

2. Quantity Charge

The rate per therm for gas used shall be set within a range computed to be (a) the incremental cost of purchasing or producing said gas plus all applicable taxes plus \$0.0757 per therm and (b) the effective IS rate.

TERM OF PAYMENT:

All bills are due upon presentation. Should the Customer fail to make payment in full, the Company may, within the time period specified in and in accordance with Section 7.10 of the Standard Terms and Conditions of this Tariff, assess late payment charges.

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SERVICE CLASSIFICATION – SUPPLEMENTAL INTERRUPTIBLE SERVICE (SIS)

(continued)

SPECIAL PROVISIONS:1. Offering of Service

Unless otherwise agreed to in the service agreement:

- a) Any customer who does not accept gas offered under this rate schedule within the period of time allotted by the Company shall be deemed to have rejected such offer and waived all entitlements to the offered gas.
- b) Customers normally served under the IS service classification will be offered gas under this service classification only when Interruptible Gas Service does not satisfy total customer requirements. Any gas supplies available under this service classification shall be offered to qualified customers on a prorated basis utilizing the Daily Demand Requirements as set forth in the service agreements as the criteria for proration, subject to the operating capabilities and system requirements of the Company.

2. Basic Gas Supply Service Charge

Gas purchased for sale under this service classification shall not be included as part of the gas costs recoverable through the BGSS Charge.

3. Treatment of Revenues

The revenue (exclusive of any service charges and applicable riders, taxes and other similar charges) on a per therm basis produced under this service classification that exceeds the per therm cost of the incrementally purchased or produced gas including applicable taxes and other similar charges shall be subject to the revenue sharing formula associated with the customer's regular service classification.

4. Obligation To Take Requested Service

If the customer requests service be rendered under this service classification and if such gas when offered is not used by the customer, the customer will be subject to being charged a per therm rate equivalent to the difference between the average gas costs as shown in the then current BGSS Charge and the actual gas cost for all therms unsold by the Gas Company under this service classification during the applicable BGSS Charge period. These revenues will be applied to the BGSS Charge as recovered gas costs. The gas cost and volumes would be applied to the BGSS Charge as purchased gas costs and available volumes.

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SERVICE CLASSIFICATION – SUPPLEMENTAL INTERRUPTIBLE SERVICE (SIS)
(continued)

SPECIAL PROVISIONS: (continued)

5. Pricing Modification

The methodology and pricing set forth in the Rate section of this Service Classification may be modified in the service agreement, if agreed to by the Customer and the Company, in order to accommodate market conditions or special customer requirements (including special requirements if the customer commits to use gas for a suitable cogeneration facility).

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SERVICE CLASSIFICATION – FIRM TRANSPORTATION SERVICE (FTS)

The signing of a Service Agreement and possession by the Customer of a fully executed contract to purchase gas from a third party are conditions precedent to receiving service under this Service Classification.

APPLICABLE TO USE OF SERVICE FOR:

Customers with a Demand Charge Quantity (DCQ) in excess of 2,000 therms per day.

CHARACTER OF SERVICE:

This service will be offered on a Firm basis subject to curtailment provisions as set forth in Section 17 of the Standard Terms and Conditions of this Tariff.

The availability of service to be offered for contract under this Service Classification shall be determined at the sole discretion of the Company and will be offered on a first come first served basis.

*CHARGE PER MONTH:

| | <u>Tax-Exempt</u> | <u>Taxable</u> |
|-------------------------------|-------------------|----------------|
| Service Charge | \$257.01 | \$274.68 |
| Demand Charge per DCQ | \$0.966 | \$1.032 |
| Distribution Charge per Therm | \$0.0503 | \$0.0538 |

*The charges set forth above include sales and use tax, unless noted tax exempt, and will be adjusted for all other applicable Riders of this Tariff and any additional taxes or similar charges that are lawfully imposed by the Company.

DETERMINATION OF THE DEMAND CHARGE QUANTITY (DCQ):

The DCQ will be determined by the Customer's maximum daily requirements in terms of therms per day and included in the Service Agreement.

The DCQ level shall be the highest actual daily metered consumption registered from an approved automatic meter reading device at Customer's premises within a period of not less than two years, but up to three years immediately preceding the Customer obtaining service or renewing a Service Agreement under this Service Classification if such information is available. Otherwise Daily Contract Demand shall be set equal to the product of (1) the highest winter monthly consumption for the most recent winter (October through April) divided by the applicable

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SERVICE CLASSIFICATION – FIRM TRANSPORTATION SERVICE (FTS)
(continued)DETERMINATION OF THE DEMAND CHARGE QUANTITY (DCQ): (continued)

number of days in the respective billing month, and (2) 1.36, provided that DCQ shall not be less than the highest non-winter month consumption divided by the applicable number of days in the respective billing month. For process loads, the Company may base the DCQ on historical consumption. If historical consumption information is not available, then (a) the initial DCQ level shall be based upon the Customer's gas utilization equipment expressed in consumption per day, and (b) after twelve (12) months of actual consumption has been metered, the DCQ level shall be redetermined.

If the Customer's maximum daily usage exceeds the DCQ as stated in the Service Agreement more than three (3) times in twelve (12) months, the Company may increase the DCQ in the Service Agreement.

MINIMUM MONTHLY CHARGE:

The sum of the Service Charge and Demand Charge.

TERM OF PAYMENT:

All bills are due upon presentation. Should the Customer fail to make payment in full, the Company may, within the time period specified in and in accordance with Section 7.10 of the Standard Terms and Conditions of this Tariff, assess late payment charges.

TERM OF CONTRACT:

The term of the contract will be as specified in the individual Service Agreement, however, the term shall not be less than one year. The term of the contract will automatically renew unless the Customer notifies the Company in writing sixty (60) days prior to contract termination. In the event that a customer ceases operations completely or moves its operations to a location where the Company does not provide service, Customer shall not be liable for further charges under the Service Agreement upon notification to the Company in writing.

STANDARD TERMS AND CONDITIONS:

This Service Classification is subject to the Standard Terms and Conditions of this Tariff.

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SERVICE CLASSIFICATION – FIRM TRANSPORTATION SERVICE (FTS)
(continued)

SPECIAL PROVISIONS:

1. Gas Commingling

Service under this classification is provided by the Company within its service territory for the Customer. The gas transported under this Service Classification is not the property of the Company. However, the Company reserves the right to commingle such gas, when necessary, in accordance with the applicable curtailment provisions of this Tariff.

2. Transportation to Gas Company Facilities

The Company is not responsible for making arrangements for transportation service customers for transporting the gas from its source to the Company's interconnection with the delivering pipeline supplier.

3. Nominations for Service

The Customer's TPS shall nominate on behalf of its Customers total monthly requirements for that billing month.

4. Utilizing a Third Party Supplier

Customers utilizing brokers, marketers or other third party suppliers (collectively Third Party Suppliers ("TPS")) either as agents or as suppliers of gas into the Company's system, must notify the Company in writing of the TPS that will be used in any particular month. Customer agrees that as between the Company and Customer, the Company shall be entitled to rely upon information concerning deliveries of natural gas on behalf of Customer provided by TPS. Any Customer or TPS that wishes to deliver gas into the Company's system prior to commencing deliveries must be a qualified TPS under the Company's TPS service classification.

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SERVICE CLASSIFICATION – FIRM TRANSPORTATION SERVICE (FTS)

(continued)

SPECIAL PROVISIONS: (continued)5. Imbalance Charges

To the extent that a TPS ceases operations or under delivers gas, Customers shall be ultimately responsible for payment of any charges not paid for by their TPS, including but not limited to daily and or monthly imbalance charges for gas supplies consumed by Customer but not delivered by TPS. In the event a TPS fails to pay these charges the customers shall be billed directly by the Company for their direct portion, if by their non-compliance to Company directives to cease gas use, and/or a prorata share by applying the Allocation of Supply terms of the TPS Service Classification, except that essential service gas customers will first be credited with standby gas purchased by the TPS on their behalf.

6. Automatic Meter Reading (AMR) Equipment for Customers

In order to utilize this service, (AMR) equipment is required. Customer shall pay for all costs to install (AMR) equipment including power, communications and other equipment as specified by the Company and provide access for such equipment. The cost of any Company equipment may be paid by Customer over a one (1) year or some lesser period by means of a monthly surcharge designed to recover the cost of the equipment plus interest equal to the Company's overall rate of return as authorized from time to time by the New Jersey Board of Public Utilities. Payments made by the Customer shall not give the Customers ownership of the equipment, which shall remain the sole property of the Company.

7. Unauthorized Use

This Service Classification is subject to Section I, Item 17, Unauthorized Gas Use of the Standard Terms and Conditions.

8. Gas Supply Obligation

In the event that Customer's TPS fails to deliver, the Company may, in its sole discretion, provide replacement gas supplies. The Company shall have no obligation to provide natural gas supplies to Customers that contract for TPS Service, except for those whose TPS contracted for Standby Service, limited to Essential Gas User customers. In the event that a Customer that is not covered by Standby Service seeks to purchase natural gas supplies from the Company, such sales may be made by the Company in its sole discretion under such terms and conditions as the Company may require.

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SERVICE CLASSIFICATION – FIRM TRANSPORTATION SERVICE (FTS)

(continued)

SPECIAL PROVISIONS: (continued)

9. Limitations on the Availability of Transportation Service

TPS Service is not available to Customers who are defined as “Essential Gas Users” under the curtailment provision as set forth in Section 16 of the Standard Terms and Conditions of this Tariff unless such Customers’ TPS, in an amount sufficient to meet such Customers’ DCQ, agrees to contract and pay for Standby Service as defined in the TPS Service Classification or for such Customers’ TPS demonstrates that it possesses Comparable Capacity as defined in the TPS Service Classification.

10. Indemnification

As between Company and Customer, Customer warrants that it has clear title to any gas supplies delivered into the Company’s system for redelivery to Customer and Customer shall be deemed to be in exclusive control and possession of gas prior to its delivery into the Company’s system for redelivery to Customer. Customer agrees to indemnify, defend and hold harmless Company from any and all claims, suits or damage actions arising out of deliveries of gas into Company’s system on behalf of transporting customer.

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SERVICE CLASSIFICATION – INTERRUPTIBLE TRANSPORTATION SERVICE (ITS)

The signing of a Service Agreement and possession by the Customer of a fully executed contract to purchase gas from a third party are conditions precedent to receiving service under this Service Classification.

APPLICABLE TO USE OF SERVICE FOR:

Customers eligible for service under Service Classifications LVD, IS, or CSI and having clear title to gas that is made available for ITS on the Company’s distribution system, except that such Customers need not comply with the alternate fuel requirement of those Service Classifications to receive service hereunder. However, the Customer must comply with the Alternate Fuel Requirement under this Service Classification.

CHARACTER OF SERVICE:

Interruptible Transportation Service will be available when system capacity is not required to meet the demands of customers served under all other Service Classifications or other system requirements, including, but not limited to, conditions that may be imposed on the Company by its suppliers. The availability of this service, and all determinations and interpretations hereunder, shall be at the sole judgment of the Company. Service may be discontinued or curtailed at the sole option of the Company after not less than three (3) hours notice by telephone or otherwise.

*CHARGE PER MONTH:

| | <u>Tax-Exempt</u> | <u>Taxable</u> |
|-------------------------------|-------------------|----------------|
| Service Charge | \$589.50 | \$630.03 |
| Demand Charge per DCQ | \$0.293 | \$0.313 |
| Distribution Charge per Therm | ** | ** |

*The charges set forth above include sales and use tax, unless noted tax exempt, and will be adjusted for all other applicable Riders of this Tariff and any additional taxes or similar charges that are lawfully imposed by the Company.

**The ceiling for the Distribution Charge shall be \$0.0845 per therm or \$0.0791 per therm, for tax-exempt customers, but may be reduced, upon five (5) days notice to the Board to a floor of \$0.0263 per therm or \$0.0246 for tax exempt customers, if the Company determines that, without a rate reduction, competitive pressures may result in the loss of load or the Customer. Rates for Customers without alternate fuel capability will be set monthly without reference to a ceiling or floor price. The above rates will be further adjusted to include all other charges set forth in the applicable Riders of this Tariff and any additional taxes or similar charges that are lawfully imposed by the Company.

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SERVICE CLASSIFICATION – INTERRUPTIBLE TRANSPORTATION SERVICE (ITS)
(continued)DETERMINATION OF THE DEMAND CHARGE QUANTITY (DCQ):

DCQ will be determined by the Customer's maximum daily requirements in terms of therms per day and included in the Service Agreement.

The DCQ level shall be the highest actual daily metered consumption registered from an approved automatic meter reading device at Customer's premises within a period of not less than two years, but up to three years immediately preceding the Customer obtaining service or renewing a Service Agreement under this Service Classification if such information is available. Otherwise DCQ shall be set equal to the product of (1) the highest winter monthly consumption for the most recent winter (October through April), normalized for weather, divided by the applicable number of days in the respective billing month, and (2) 1.36, provided that DCQ shall not be less than the highest non-winter month consumption divided by the applicable number of days in the respective billing month. For process loads, the Company may base the DCQ on historical consumption. If historical consumption information is not available, then (a) the initial DCQ level shall be based upon the Customer's gas utilization equipment expressed in consumption per day, and (b) after twelve (12) months of actual consumption has been metered, the DCQ level shall be redetermined.

If the Customer's maximum daily usage exceeds the DCQ as stated in the Service Agreement more than three (3) times in twelve (12) months, the Company may increase the DCQ in the Service Agreement to the highest level experienced during the previous 12 months.

MINIMUM MONTHLY CHARGE:

The sum of the service charge and the demand charge.

TERM OF PAYMENT:

All bills are due upon presentation. Should the Customer fail to make payment in full, the Company may, within the time period specified in and in accordance with Section 7.10 of the Standard Terms and Conditions of this Tariff, assess late payment charges.

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Dated xx3 in Docket No. xx4

SERVICE CLASSIFICATION – INTERRUPTIBLE TRANSPORTATION SERVICE (ITS)
(continued)TERM OF CONTRACT:

The term of the contract will be as specified in the individual Service Agreement; however, the term shall not be less than one year. The term of the contract will automatically renew unless the Customer notifies the Company in writing sixty (60) days prior to contract termination. In the event that a customer ceases operations completely or moves its operations to a location where the Company does not provide service, Customer shall not be liable for further charges under the Service Agreement upon notification to the Company in writing.

STANDARD TERMS AND CONDITIONS:

This Service Classification is subject to the Standard Terms and Conditions of this Tariff.

SPECIAL PROVISIONS:1. Gas Commingling

Service under this classification is provided by the Company within its service territory for the Customer. The gas transported under this Service Classification is not the property of the Company. However, the Company reserves the right to commingle such gas with other supplies. Moreover, the Company reserves the right to utilize Customer's gas, when necessary, in accordance with the applicable provisions of this Tariff.

2. Transportation to Gas Company Facilities

The Company is not responsible for making arrangements for transportation service Customers for transporting the gas from its source to the Company's interconnection with the delivering pipeline supplier.

3. Nominations for Service

The Customer's TPS shall nominate on behalf of its Customers the total monthly requirements for that billing month.

Date of Issue: xx1

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SERVICE CLASSIFICATION – INTERRUPTIBLE TRANSPORTATION SERVICE (ITS)
(continued)SPECIAL PROVISIONS: (continued)4. Utilizing a Third Party Supplier

Customers utilizing brokers, marketers or other third party suppliers (collectively Third Party Suppliers, "TPS") either as agents or as suppliers of gas into the Company's system, must notify the Company in a manner acceptable to the Company of the TPS that will be used in any particular month. Customer agrees that as between the Company and Customer, the Company shall be entitled to rely upon information concerning deliveries of natural gas on behalf of Customer provided by TPS. Any Customer or TPS that wishes to deliver gas into the Company's system prior to commencing deliveries must be a qualified TPS under the Company's TPS service classification.

5. Imbalance Charges

To the extent that a TPS ceases operations or under delivers gas, Customers shall be ultimately responsible for payment of any charges not paid for by their TPS, including but not limited to daily and or monthly imbalance charges for gas supplies consumed by Customer but not delivered by TPS. In the event a TPS fails to pay these charges the customers shall be billed directly by the Company for their direct portion, if by their non-compliance to Company directives to cease gas use, and/or a 93efille share by applying the Allocation of Supply terms of the TPS Service Classification, except that essential service gas customers will first be credited with standby gas purchased by the TPS on their behalf.

6. Automatic Meter Reading (AMR) Equipment for Customers

In order to utilize this service, AMR equipment is required. Customer shall pay for all costs to install AMR equipment including power, communications and other equipment as specified by the Company and provide access for such equipment. The cost of any Company equipment may be paid by Customer over a one (1) year, or some lesser, period by means of a monthly surcharge designed to recover the cost of the equipment plus interest equal to the Company's overall rate of return as authorized from time to time by the New Jersey Board of Public Utilities. Payments made by the Customer shall not give the Customers ownership of the equipment which shall remain the sole property of the Company.

7. Unauthorized Use

This Service Classification is subject to Section I, Item 17, Unauthorized Gas Use of the Standard Terms and Conditions.

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SERVICE CLASSIFICATION – INTERRUPTIBLE TRANSPORTATION SERVICE (ITS)

(continued)

SPECIAL PROVISIONS: (continued)8. Treatment of Revenues

Revenues under this Service Classification, exclusive of applicable taxes shall be accounted for as follows: All service charge revenues derived from IS, CSI and LVD customers shall be retained by the Company.

All demand charge revenues derived from LVD customers shall be retained by the Company. The first \$0.080 per therm of all demand charge revenues from IS customers shall be retained by the Company. All remaining demand revenues derived from IS customers shall be credited 80% to the OSMC in accordance with the Board's Order in Docket No. GO99030122 and 20% to the Company. All demand revenues derived from CSI customers shall be credited 80% to the OSMC in accordance with the Board's Order in Docket No. GO99030122 and 20% to the Company.

All distribution charge revenues from LVD customers shall be retained by the Company. All remaining distribution charge revenues from IS and CSI customers shall be credited 80% to the OSMC in accordance with the Board's Order in Docket No. GO99030122 and 20% to the Company.

Revenues derived from the application of Riders shall be accounted for in accordance with the respective Riders. Revenues derived from the payment of imbalance charges, imbalance cash outs, or unauthorized use charges shall be credited to the BGSS Charge.

9. Gas Supply Obligation

In the event that Customer's TPS fails to deliver, the Company may, in its sole discretion, provide replacement gas supplies. The Company shall have no obligation to provide natural gas supplies to Customers that contract for TPS Service.

10. Limitations on the Availability of TPS Transportation Service

TPS Service is not available to Customers who are defined as "Essential Gas Users" under the curtailment provision as set forth in Section 16 of the Standard Terms and Conditions of this Tariff unless such Customers' TPS, in an amount sufficient to meet such Customers' DCQ, demonstrates that it possesses Comparable Capacity as defined in the TPS Service Classification. In addition, the TPS can serve such ITS Customers if they can demonstrate to the Company's satisfaction that they possess sufficient alternate fuel capability to meet their energy requirements for a period not less than fourteen (14) consecutive days.

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SERVICE CLASSIFICATION – INTERRUPTIBLE TRANSPORTATION SERVICE (ITS)
(continued)SPECIAL PROVISIONS: (continued)11. Indemnification

As between Company and Customer, Customer warrants that it has clear title to any gas supplies delivered into the Company's system for redelivery to Customer and Customer shall be deemed to be in exclusive control and possession of gas prior to its delivery into the Company's system for redelivery to Customer. Customer agrees to indemnify, defend and hold harmless Company from any and all claims, suits or damage actions arising out of deliveries of gas on behalf of transporting customer.

12. Availability of IS, LVD or CSI Service

ITS Customers who wish to do so may be made eligible to purchase sales service under the IS, LVD or CSI Service Classification also by designating the appropriate sales Service Classification in their ITS Service Agreements. Customer must meet the eligibility criteria applied to the designated sales Service Classification in order to obtain sales service. Customers may not designate more than one sales Service Classification. Customers that elect to purchase IS, LVD or CSI service may nominate sales or transportation service, but not both sales and transportation service, in any month. Customers who elect sales service under this provision shall remain subject to the Service and Demand Charges and the terms and conditions of this transportation Service Classification and in addition shall be liable for the Distribution and Rider Charges of the elected sales service.

13. Alternative Fuel Requirement

As of November 1 of each year, interruptible Customers using No. 2 fuel oil, No. 4 fuel, jet fuel or kerosene are required to have seven (7) days of alternative fuel either on hand or, if a Customer's on-site storage capacity is less than seven (7) days, then full storage capacity plus additional firm contractual supply arrangements to equal seven (7) days. On or before November 1st, Customers shall submit an "Alternative Fuel Certification" indicating they have met the above requirements and the alternative fuel used or will agree to suspend operations during an interruption. Customers who fail to discontinue natural gas use, consistent with the terms and conditions of the relevant interruptible tariff, shall be assessed a charge based on Unauthorized Use. Also see, Special Provision, Limitation of the Availability of TPS Transportation Service.

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SERVICE CLASSIFICATION – THIRD PARTY SUPPLIERS (TPS) SERVICE

The provisions of this Service Classification shall apply to brokers, marketers, customers intending to act as their own gas supplier, and other third party suppliers (collectively “Third Party Suppliers”) of natural gas who wish to either act as agents for Transportation Customers or deliver natural gas supplies to Company’s City Gate for Transportation Customers. Third Party Suppliers wishing to sell and/or deliver gas on the Company’s system will be required to sign a Service Agreement in which they will agree to be bound by the terms and conditions of this Service Classification as well as other applicable terms and conditions of the Company’s Tariff. By entering into a Service Agreement, TPS certifies that it is in compliance with all current applicable provisions of law, including N.J.S.A. 48:3-7.3. and will take steps to remain in compliance with all future applicable provisions and all other requirements mandated by The Board of Public Utilities.

TERM OF CONTRACT:

The term of the contract shall be one (1) year and from month to month thereafter unless terminated on thirty (30) days written notice.

CREDITWORTHINESS:

Company shall not be required to permit any TPS who fails to meet Company’s standards for creditworthiness to sell or deliver gas on its system. Company may require that TPS provide the following information:

- a) Current audited financial statements (to include a balance sheet, income statement and statement of cash flow), annual reports, 10-K reports or other filings with regulatory agencies, a list of all corporate affiliates, parent companies and subsidiaries and any reports from credit agencies which are available. If audited financial statements are not available, then TPS also should provide an attestation by its chief financial officer that the information shown in the unaudited statements submitted is true, correct and a fair representation of Buyer’s financial condition.
- b) A bank reference and at least three trade references.
- c) A written attestation that TPS is not operating under any chapter of the bankruptcy laws and is not subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditor’s committee agreement. An exception can be made for a TPS who is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act but only with adequate assurances that any charges from the Company will be paid promptly as a cost of administration.

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SERVICE CLASSIFICATION – THIRD PARTY SUPPLIERS (TPS) SERVICE

(continued)

CREDITWORTHINESS: (continued)

d) A written attestation that TPS is not subject to the uncertainty of pending litigation or regulatory proceedings in state or federal courts which could cause a substantial deterioration in its financial condition or a condition of insolvency.

e) A written attestation from TPS that no significant collection lawsuits or judgments are outstanding which would seriously reflect upon the business entity's ability to remain solvent.

If TPS has an ongoing business relationship with Company, no uncontested delinquent balances should be outstanding for natural gas sales, storage, transportation services or imbalances previously billed by Company, and TPS must have paid its account during the past according to the established terms, and not made deductions or withheld payment for claims not authorized by contract.

TPS shall furnish Company at least annually, and at such other time as is requested by Company, updated credit information for the purpose of enabling Company to perform an updated credit appraisal. In addition, Company reserves the right to request such information at any time if Company is not reasonably satisfied with TPS's creditworthiness or ability to pay based on information available to Company at that time.

Company shall not be required to permit and shall have the right to suspend permission to sell or deliver gas on its system to any TPS who is or has become insolvent, fails to demonstrate creditworthiness, fails to timely provide information to Company as requested, or fails to demonstrate ongoing creditworthiness as a result of credit information obtained; provided, however, TPS may continue to sell/deliver gas on the Company's system if Third Party Supplier elects one of the following options:

(i) Payment in advance for up to three (3) months of TPS's obligations to Company.

(ii) A standby irrevocable letter of credit in form and substance satisfactory to Company in a face amount up to three (3) months of Third Party Supplier's obligations to Company. The letter of credit must be drawn upon a bank acceptable to Company.

(iii) A guaranty in form and substance satisfactory to Company, executed by a person that Company deems creditworthy, of TPS's performance of its obligations to Company.

(iv) Such other form of security as TPS may agree to provide and as may be acceptable to Company.

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SERVICE CLASSIFICATION – THIRD PARTY SUPPLIERS (TPS) SERVICE
(continued)CREDITWORTHINESS: (continued)

In the event Third Party Supplier fails to immediately prepay the required three (3) months of revenue or furnish security, Company may, without waiving any rights or remedies it may have, and subject to any necessary authorizations, suspend Third Party Supplier until security is received.

The insolvency of a TPS shall be evidenced by the filing by TPS, or any parent entity thereof, of a voluntary petition in bankruptcy or the entry of a decree or order by a court having jurisdiction adjudging the Third Party Supplier, or any parent entity thereof, bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of the TPS, or any parent entity thereof, under the Federal Bankruptcy Act or any other applicable federal or state law, or appointing a receiver, liquidator, assignee, trustee, sequestrator, (or similar official) of the TPS or any parent entity thereof or of any substantial part of its property, or the ordering of the winding-up or liquidation of its affairs.

NOMINATIONS FOR SERVICE:

A Third Party Supplier shall provide to the Company in writing, or by other means as determined by the Company, at least 10 working days prior to the beginning of the calendar month an estimate of its deliveries into the Company's system for the month. These nominations must, in the aggregate, match the nominations of all Customers that are required to submit nominations to Company and to whom the Third Party Supplier will be delivering during the month plus the Average Daily Delivery Quantity that the TPS is obligated to deliver to the Company's system. Failure to provide nominations may result in suspension of service to Customers of offending Third Party Suppliers.

Company will notify Third Party Supplier of its ADDQ obligation for each day of the next succeeding month in writing to be delivered by facsimile or by other means as determined by the Company no later than the fifteenth (15th) day of the month immediately preceding the month in which Third Party Supplier will be obligated to deliver the ADDQ. If Third Party Supplier does not agree with Company's determination of Third Party Supplier's ADDQ, it must notify Company in writing to be delivered by facsimile no later than 5:00 p.m. Eastern Standard Time on the seventeenth (17th) of the month immediately preceding the gas flow month. Company and Third Party Supplier will reconcile any differences no later than 5:00 p.m. Eastern Standard Time on the twentieth (20th) of the month.

In addition, TPS must identify interstate pipeline, shipper names and interstate pipeline shipper contract number(s) on which deliveries will be made at least twenty-four (24) hours prior to the flow of gas. Failure to comply with the Company's nominating procedures may result in curtailment of third party gas deliveries or additional monthly cash-outs. The Company reserves the right to specify which pipeline a TPS will deliver gas as a percentage of the TPS total monthly deliveries.

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SERVICE CLASSIFICATION – THIRD PARTY SUPPLIERS (TPS) SERVICE
(continued)

DETERMINATION OF AVERAGE DAILY DELIVERY QUANTITY (“ADDQ”):

The individual ADDQ for all RDS and those GDS Customers with a DCQ under 500 therms, shall be calculated as follows:

1. Unadjusted ADDQ – Customer’s weather normalized usage for each of the most recent billing periods, covering an annual period, prorated to calendar months, divided by the total number of days in each billing month. This quotient will be the Customer’s Initial ADDQ. For new Customers, Customer’s Initial ADDQ will be estimated by Company.
2. ADDQ Adjustment – At the end of each billing period, Company will calculate the difference between Customer’s actual usage and actual deliveries for the billing period, taking into account any adjustments from prior months, and will adjust the Initial ADDQ for the next succeeding month by that difference divided by the total number of days in the month.
3. Adjusted ADDQ – The sum of items 1 and 2 will be adjusted by 1.5% for Company use and unaccounted for gas to determine the individual customers Adjusted ADDQ.

Company may adjust Customer’s individual ADDQ at any time due to changes in Customer’s gas equipment or pattern of usage.

The TPS’s ADDQ shall be the total of the individual Adjusted ADDQs of all customers it serves that require an ADDQ delivery.

PIPELINE IMBALANCES:

Company and TPS recognize that Company may be subjected to imbalance charges from its interstate pipeline suppliers as a result of TPS’s failure to deliver confirmed quantities of gas. Company and TPS shall use their best efforts to avoid such imbalance penalties. However, in the event that Company is assessed penalties as a result of TPS’s actions or omissions, TPS shall reimburse Company for such penalties as may be attributable to TPS’s actions or omissions.

INDEMNIFICATION:

As between the Company and TPS, TPS warrants that it has clear title to any gas delivered into the Company’s system, and TPS shall be deemed to be in exclusive control and possession of gas prior to its delivery into the Company’s system for redelivery to Customer. TPS agrees to indemnify, defend and hold harmless Company from any and all claims, suits or damage actions arising out of deliveries on behalf of a transporting customer.

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SERVICE CLASSIFICATION – THIRD PARTY SUPPLIERS (TPS) SERVICE
(continued)ALLOCATION OF SUPPLIES:

If a TPS is delivering gas to Customers under more than one Service Classification, such as RDS, GDS, FTS and/or ITS, and does not provide the supply allocations, then gas received by the Company in that month from the Third Party Supplier shall be allocated as follows:

1. First, to the ADDQ of RDS customers
2. Second, to the ADDQ of GDS customers
3. Third, to the GDS customers not subject to ADDQ and FTS customers
4. Last, to ITS and special contract customers

However, a TPS may specify individual supply allocations for its GDS customers not subject to the ADDQ, FTS, ITS and special contract Customers no later than one (1) business day following the date the TPS receives final month end measurement data for these customers from the Company.

DAILY AND MONTHLY CONTRACT BALANCING:

All balancing charges shall be charged to the TPS and are in addition to any other charges under this Service Classification. The Distribution Charge in the Charge Per Month of the Customers Service Classification is based upon actual consumption not Third Party Supplier deliveries.

a) Daily Imbalance Charge:

The Company shall, within the existing limitations of its system, provide for balancing between gas requirements and actual gas deliveries, net of an adjustment for Company Use and Unaccounted for Gas, received by the Company for the account of the Customers served by the TPS that day. The Company shall not be obligated to provide gas service during an hourly, daily or monthly period in excess of the levels specified in the Service Classifications under which Customers of the TPS are served.

During the months of November through April, the TPS will be required to balance daily deliveries and daily takes of transported gas by the customers it serves on any day when the average temperature at Newark Airport is forecast to be 27°F or less. However, the Company reserves the right to waive this requirement. The Company reserves the right during the months of November through April to require daily balancing on any other day in which the Company, in the exercise of its reasonable judgment, determines that such balancing is necessary for operational reasons. The Company will provide the TPS in all instances with at least twenty-four (24) hours advance notice that daily balancing will be imposed daily.

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520 Green Lane
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SERVICE CLASSIFICATION – THIRD PARTY SUPPLIERS (TPS) SERVICE
(continued)DAILY AND MONTHLY CONTRACT BALANCING: (continued)a) Daily Imbalance Charge (continued):

In the event that daily balancing is imposed in accordance with this section, TPS shall be assessed the following charges for daily imbalances:

| | Imbalance * | Charge ** |
|-----------------|-------------|--|
| | 0% to 5% | \$0.00 per therm |
| | 5% to 10% | \$0.11 per therm for imbalances in excess of 5% |
| Underdeliveries | > 10% | \$0.53 per therm for imbalances in excess of 10% |
| Overdeliveries | > 10% | \$0.11 per therm for imbalances in excess of 10% |

* The Company reserves the right to limit daily imbalances to plus or minus 5% of the actual quantity received. If the Company limits daily imbalances to plus or minus 5%, all underdeliveries in excess of 5% shall be considered Unauthorized Use and shall be subject to the Unauthorized Use charges specified in Section I, Item 17.

**The Company may suspend overdelivery charges if it determines such overdeliveries would be beneficial to the systems operation.

All TPSs will automatically be placed in a non-discriminatory daily balancing pool. The Company will aggregate the deliveries and receipts of gas of all TPS customers participating in the pool for the purpose of determining whether imbalance charges will apply. In the event that charges are nonetheless assessed to certain TPSs, such charges will be no greater than the charges that otherwise would have been assessed if the Company did not have a daily balancing pool. TPSs trading imbalances will nonetheless have to set their own prices or methods by which over or under balances will be traded among individual TPSs.

b) Monthly Imbalance Cash-Out Charge:

At the conclusion of every month, the Company will cash out imbalances between TPS's deliveries and their Customers consumption made up of actual and or estimated volumes as follows:

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SERVICE CLASSIFICATION – THIRD PARTY SUPPLIERS (TPS) SERVICE
(continued)DAILY AND MONTHLY CONTRACT BALANCING: (continued)b) Monthly Imbalance Cash-Out Charge: (continued)

| <u>Imbalance</u> | <u>Overdeliveries</u> | <u>Underdeliveries</u> |
|------------------|--|--|
| 0% to 5% | The Company's WACOG, defined as, the weighted average commodity cost of gas exclusive of peaking supplies as estimated by the Company for the month. | The monthly floor price for Interruptible Service tariff, less any Company margin embedded in the floor price. |
| >5% to 10% | 90% of the Company's lowest cost supply for the month. | Higher of the: 1) The rate for the 0%-5% imbalance plus two (2) cents per therm <u>-or-</u> 2) The average of the month's four weekly prices published in <u>Natural Gas Week</u> for "Major Market Prices – New York City Gate" plus two (2) cents per therm. |
| >10% | 75% of the Company's lowest cost supply for the month. | Higher of the: 1) The rate for the 0%-5% imbalance plus two (2) cents per therm times 125% <u>-or-</u> 2) The month's highest weekly price published in <u>Natural Gas Week</u> for "Major Market Prices – New York City Gate" plus two (2) cents per therm. |

The offering of gas service above the 5% allowed imbalance for the month is at the sole discretion of the Company. If it determines that it cannot continue to provide such service or that it must limit such service, it will notify TPSs served under this Service Classification. The use of service above the level allowed by the Company after notification shall constitute Unauthorized Use and shall be subject to the Unauthorized Use charges specified in Section I, Item 17.

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SERVICE CLASSIFICATION – THIRD PARTY SUPPLIERS (TPS) SERVICE
(continued)ADJUSTMENT FOR COMPANY USE AND UNACCOUNTED FOR GAS:

A 1.5% adjustment for Company use and unaccounted for gas shall be made to the quantity of gas received from the TPS to serve its Customers.

STANDBY BALANCING SERVICE:

A TPS cannot contract for a greater level of Standby than its Essential Gas User Customers (“EGU”) peak ADDQ month or Demand Charge Quantity (“DCQ”) as applicable for their RDS, GDS or FTS Customers. A TPS who does not use Comparable Capacity for their EGU natural gas requirements, must contract for Standby Service to serve these customers to assure continued gas service when their own gas supply is interrupted or underdelivered for any reason. This service is available for a minimum term of three (3) years and is payable even if EGU Customers are no longer served by the TPS per the Customers last DCQ. The charge for this service will consist of a demand charge of \$0.539 per therm of DCQ to be paid each month of the year whether or not Standby Service is used, and a commodity charge equal to: in the months October through April the greater of the Company’s monthly weighted average cost of gas plus three (3) cents per therm, or the average of the month’s four weekly prices published in Natural Gas Week for “Major Market Prices – New York City Gate,” and in the months May through September the lesser of the Company’s monthly weighted average cost of gas, or the average of the month’s four weekly prices published in Natural Gas Week for “Major Market Prices – New York City Gate” plus two (2) cents per therm, as applied to any gas service rendered. All standby service charges shall be in addition to the rates otherwise charged under this Service Classification.

All standby revenues, exclusive of taxes and other similar charges and the three (3) cent per therm commodity surcharge in the months of October through April, shall be credited to the BGSS.

DELIVERED QUANTITIES:

Quantities billed to the end-use Customers shall be considered actual quantities delivered, whether based on actual or estimated meter readings.

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SERVICE CLASSIFICATION – THIRD PARTY SUPPLIERS (TPS) SERVICE
(continued)SPECIAL PROVISIONS:

In addition to the preceding terms and conditions of this Service Classification, the following terms and conditions shall apply to all TPSs providing service to Customers receiving service from Company under Service Classifications RDS, GDS, FTS and ITS. If, and to the extent that, any portion of the following is in conflict with previous terms of this Service Classification, the terms that follow shall govern.

1. Enrollment of RDS and GDS Customers with a DCQ Under 500 Therms

TPS must enroll RDS and GDS Customers under 500 therms in accordance with the Company electronic enrollment procedures. Customer consent is assumed if the TPS provides the Company with the Customer's account number and service address and any other information that may be required by the Company. In addition, by enrolling a Customer, the TPS warrants that they have a signed contract ("wet signature"), with the date and time signed. Upon request by the Company, the TPS agrees to immediately provide, by fax or other means, a complete copy of the contract. TPS shall indemnify and hold Company harmless from any costs incurred by Company as a result of TPS's erroneous or improper enrollment of Customers.

The Company must comply with all Customer instructions verbal or written to rescind or change service with a TPS. TPS must initiate all transactions required by the Company to rescind service on the day such instructions are received by the TPS from the Company or Customer. A Customer returning to sales service will be effective on the Customer's first billing cycle meter read date following the date on which the Company has changed the TPS's ADDQ requirement. A Customer will be switched to another TPS effective on the cycle read date following the reassignment of the Customer's ADDQ for gas nominations.

2. Requirements for RDS and Essential Gas Use Customers

Any TPS seeking to serve such Customers must demonstrate that it possesses Comparable Capacity or Standby in a quantity sufficient to serve Customers' Unadjusted ADDQ or DCQ requirements during the months of November through March.

"Comparable Capacity" is a firm non-recallable service at Elizabethtown's city gate(s). The Company reserves the right to limit the service to 70% on Transcontinental Gas Pipe Line Corporation's ("Transco") system and the remaining 30% on Texas Eastern Transmission Corporation's ("Tetco") system.

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SERVICE CLASSIFICATION – THIRD PARTY SUPPLIERS (TPS) SERVICE

(continued)

SPECIAL PROVISIONS: (continued)2. Requirements for RDS and Essential Gas Use Customers (continued)

In order to demonstrate Comparable Capacity, TPS shall be required to provide, at the time the Customer is enrolled, an affidavit signed by an officer stating that Comparable Capacity is being provided for the November through March period. This affidavit must be refiled annually. The Company reserves the right to request TPS to submit copies of its Comparable Capacity contracts supporting its affidavits in the event that a TPS fails to deliver.

3. Capacity Assignment

TPS serving RDS Customers may, if they choose, accept an assignment of base load, long haul interstate pipeline capacity from Company in a quantity equal to the amount of base load, long haul capacity used by the Company to serve the Customer's anticipated design day demand. 70% of such capacity will consist of capacity on Transcontinental Gas Pipe Line Corporation and 30% of such capacity will consist of capacity on Texas Eastern Transmission Corporation. Such capacity will be assigned for a one year term on a basis prorated to the underlying contracts at the same maximum rates paid by the Company. Such capacity will be immediately recallable in the event that TPS fails to deliver the RDS Customer's ADDQ or no longer serves such RDS Customers. A TPS wishing to accept assignment of Company's interstate pipeline capacity must notify Company at the time that Customer is enrolled in RDS service.

To the extent that TPS wishes to take assignment of interstate pipeline capacity in addition to its RDS Customer's portion of base load, long haul capacity, it shall notify the Company in writing. To the extent that the Company, in its sole discretion, determines that it has additional capacity available for release, it shall notify any TPSs that have advised the Company that they wish to take assignment of such capacity prior to making such capacity available to third parties. Company reserves the right to release any interstate pipeline capacity to the highest bidder or on a non-discriminatory basis. The Company shall be permitted to retain 15% of all revenues derived from the release of pipeline capacity, with all remaining revenue to be credited to the BGSS Charge.

To the extent that Company releases capacity to TPS, TPS is responsible for utilizing the assigned capacity consistent with the terms and conditions of the interstate pipelines' tariffs. TPS is responsible for payment of all upstream pipeline charges associated with the assigned firm transportation capacity, including but not limited to demand and commodity charges, shrinkage, GRI charges, cash outs, transition cost, pipeline overrun charges, penalties assessed to Company, actual cost adjustments and all other applicable charges. These charges will be billed directly to the TPS by Transco and Texas Eastern.

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SERVICE CLASSIFICATION – THIRD PARTY SUPPLIERS (TPS) SERVICE
(continued)SPECIAL PROVISIONS: (continued)3. Capacity Assignment (continued)

Capacity assignments will be effective for a one year period beginning on each annual period. Company reserves the right to recall capacity in the event and to the extent that TPS fails to deliver the sufficient volume to serve its customers on any day or days. Increases in assigned capacity will only be entertained by Company to become effective for annual periods.

If, and to the extent that, the TPS fails to deliver the required volume, and such failure is not excused as a result of a pipeline force majeure event that prevents the TPS from delivering the required volume, the TPS will be assessed an Unauthorized Use charge as specified in Section I, Item 18 for each therm that the TPS has failed to deliver and be subject to a recall of the interstate pipeline capacity that has been released by Company.

Assigned capacity may be reassigned by the TPS subject to recall by Company. The original TPS shall remain subject to all operational orders and recall provisions invoked or exercised by Company. If the TPS fails to pay any interstate pipeline for capacity released or assigned by Company, and Company is required to pay the pipeline for such capacity, TPS shall be liable to Company for any amounts Company is required to pay interstate pipeline for such capacity, as well as incidental and consequential damages and the costs of any reasonable collection efforts. Failure to pay Company within twenty (20) days of billing may result in suspension of service.

4. RDS Load Balancing Charge

A Load Balancing Charge of \$0.0554 per therm, which includes sales tax, shall be billed to the TPS for all metered quantities for RDS customers it serves. Amounts due from TPS shall be paid in full within 20 days of the billing date. Any disputed amounts will be resolved by the TPS and Company and adjustments if any will be reflected on future billings. Failure to pay this charge in full within the time specified above will result in all RDS Customers of the TPS being returned to BGSS supply service.

5. Treatment of Revenues

All revenues produced under this Service Classification derived from penalties, imbalances and Load Balancing charges shall be credited to the BGSS.

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RIDER "A"

BASIC GAS SUPPLY SERVICE CHARGE ("BGSS")

This Rider sets forth the method of determining the BGSS which shall be calculated to four (4) decimal places on a per therm basis established in accordance with the Board Order in Docket No. GX01050304 dated January 6, 2003. The BGSS charge is either BGSS-Monthly ("BGSS-M") or BGSS-Periodic ("BGSS-P") and will be applied to a Customer's Service Classification as follows:

1. The BGSS-M shall be applicable to all GDS, NGV, LVD, and EGF customers receiving gas supply from the Company effective on the first of each month as determined below.
2. The BGSS-P shall be applicable to all RDS, SGS, and GLS customers receiving gas supply from the Company.

The BGSS Charge, as defined herein, is designed to recover the cost to the Company of purchased gas or fuel used as a substitute for or supplemental to purchased gas including the cost of storing or transporting said gases or fuel, the cost of financial instruments employed to stabilize gas costs, other charges or credits as may result from the operation of other tariff provisions, and taxes and other similar charges in connection with the purchase and sale of gas.

BGSS per therm rates:

| <u>Effective Date</u> | <u>BGSS-M per therm</u> | <u>BGSS-P Per therm</u> |
|-----------------------|-----------------------------|-----------------------------|
| April 1, 2016 | \$0.4037 | \$0.4203 |
| May 1, 2016 | \$0.4138 | \$0.4203 |
| June 1, 2016 | \$0.4144 | \$0.4203 |
| July 1, 2016 | \$0.5197 | \$0.4203 |
| August 1, 2016 | \$0.4926 | \$0.4203 |
| September 1, 2016 | \$0.5125 | \$0.4203 |
| October 1, 2016 | \$0.5024 | \$0.3761 |
| November 1, 2016 | \$0.4817 | \$0.3761 |
| December 1, 2016 | \$0.5333 | \$0.3761 |
| January 1, 2017 | \$0.6096 | \$0.3757 |
| February 1, 2017 | \$0.5502 | \$0.3757 |
| March 1, 2017 | \$0.4660 | \$0.3757 |
| April 1, 2017 | \$0.5267 | \$0.3757 |
| May 1, 2017 | \$0.5230 | \$0.3757 |

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RIDER "A"

BASIC GAS SUPPLY SERVICE CHARGE ("BGSS")
(continued)

I. The BGSS-P Commodity Charge shall be determined as follows:

The BGSS-P Commodity Charge shall consist of a Gas Cost Component ("GCC"), a Capacity Cost Component ("CCC"), a Prior Period Adjustment ("PPA") and a Tax Factor ("TF") as follows:

$$\text{BGSS-P} = (\text{GCC-P} + \text{CCC-P} + \text{PPA-P}) \times (\text{TF})$$

Where:

GCC-P rate per therm shall be sum of the weighted average price, including any applicable transaction costs, based on the projected monthly quantities to be utilized in the remaining period of the BGSS Year ("Period"), of the following categories of gas:

- a) Flowing gas, which will be equal to the arithmetic average of (i) the weighted-average, based on monthly sales, of the remaining New York Mercantile Exchange ("NYMEX") monthly prices for the Period as recorded on the close of trading for the forward contract month and (ii) the weighted average of the estimated Inside FERC prices for the respective locations where the Company purchases its gas for the remainder of the Period, as adjusted for the variable cost of transportation and fuel to the Company's city gate delivery points;
- b) Any gas supplies for the remainder of the Period whose price was previously set by hedges or other financial instruments, adjusted for the variable cost of transportation and fuel to the Company's city gate delivery points;
- c) The supplies of gas projected to be withdrawn from storage for the remainder of the Period, adjusted for the variable cost of transportation and fuel to the Company's city gate delivery points.

CCC-P shall be established each year in the Company's annual BGSS-P filing and shall consist of the Company's total estimated annual fixed pipeline costs, fixed supplier costs, and fixed storage costs, divided by the Company's projected annual BGSS firm gas sales.

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RIDER "A"

BASIC GAS SUPPLY SERVICE CHARGE ("BGSS")
(continued)

PPA-P shall be the Company's actual cumulative (over) or under recovery of gas costs associated with the operation of the BGSS divided by the projected BGSS-P firm gas sales for the remainder of the Period. In the initial transition to the BGSS-P, the per therm rate derived from the Company's estimated BGSS under or (over) recovery balance at May 31, 2003 with applicable interest thereon divided by the Company's projected BGSS firm sales for the period ending May 31, 2004, shall be the PPA-P. The over under recovery of gas costs shall be the cost of gas, as previously defined, less:

1. Supplier or Pipeline refunds;
2. Gas cost recoveries from the implementation of the BGSS-P;
3. Gas cost recoveries from the implementation of the BGSS-M;
4. Other gas cost recoveries or credits to the BGSS derived from sales or services as set forth in the applicable service classifications of the tariff;
5. Interest on the cumulative (over) under recovery of cost from the preceding BGSS Year ending September 30 but only when the interest is a credit. Interest being calculated on the cumulative (over) under recovery for each month of the prior period on the average of the beginning and ending monthly balance at a rate equivalent to the Company's allowed overall rate of return.

TF shall be the factors to adjust the calculated rate for appropriate taxes and other similar charges.

The BGSS-P shall be in effect until changed by succeeding BGSS-P rate filings.

The Company shall have the discretion to implement up to two (2) self-implementing BGSS-P rate changes, one to be implemented December 1 and the other to be implemented February 1 upon written notice to the Staff of the Board of Public Utilities and the Division of Rate Counsel of the approximate amount of that increase based on current market conditions by the first of the month preceding the self-implementation dates, November 1 and January 1 respectively. Each requested rate change shall not be for an increase of greater than five percent (5%) of the average rate based on a typical 100 therm per month residential total bill. The notice shall contain the information necessary to derive the components of the BGSS-P as set forth above. The Public Notice for the annual filing shall include the specific rate change sought to be implemented on October 1, a paragraph indicating that the rate is subject to self-implementing rate changes on December 1 and February 1 subject to the aforementioned 5% cap and an estimate of the impact

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Dated xx3 in Docket No. xx4

RIDER "A"

BASIC GAS SUPPLY SERVICE CHARGE ("BGSS")
(continued)

from the two (2) possible five percent (5%) increases on a 100 therm residential bill. Upon establishing the initial BGSS-P, one self-implementing rate change to the BGSS-P for an increase not greater than five percent (5%) of the average rate based on a typical 100 therm per month residential total bill shall be permitted effective March 1, 2003 upon written notice made to the BPU and RC by February 1, 2003.

In accordance with the Board Order in Docket No. GX01050304 dated January 6, 2003 the Company shall have the discretion to return any over recovered balances to customers through a current bill credit or BGSS-P rate reduction upon five (5) days notice to the BPU and RC.

II. The BGSS-M Commodity Charge shall be determined as follows:

The BGSS-M Commodity Charge shall consist of a Gas Cost Component ("GCC"), a Capacity Cost Component ("CCC"), a Prior Period Adjustment ("PPA") and a Tax Factor ("TF") as follows:

$$\text{BGSS-M} = (\text{GCC-M} + \text{CCC-M} + \text{PPA-M}) \times (\text{TF})$$

Where:

GCC-M rate per therm shall be the arithmetic average of (i) the NYMEX Henry Hub gas contracts closing price for the last trading day prior to each respective month and (ii) the weighted-average of the estimated Inside FERC prices for the respective locations where purchases of gas for the ensuing month are projected to be made, as adjusted for the variable cost of fuel and transportation to the city gate delivery points of the Company.

CCC-M shall be the same as the CCC-P rate per therm as established each year in the Company's annual BGSS-P filing.

PPA-M rate per therm in the initial transition to the BGSS-M shall be the estimated BGSS under or (over) recovery balance at May 31, 2003 with applicable interest thereon divided by the projected BGSS firm sales for the period ending May 31, 2004. This rate shall continue in effect on a monthly basis until the deferred balance, which initially shall be set equal to the PPA-M times the projected BGSS-M firm sales for the period ending May 31, 2004, becomes positive as an over recovery at which time the PPA-M shall cease to be a component of the BGSS-M starting in the subsequent month, and any over recovery in the deferred balance shall be credited to the BGSS-P.

TF shall be the factors to adjust the calculated rate for appropriate taxes and other similar charges.

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RIDER "A"

BASIC GAS SUPPLY SERVICE CHARGE ("BGSS")
(continued)

The BGSS-M will be filed two (2) business days after the monthly close of the NYMEX Henry Hub gas contracts and shall be in effect for the entirety of the subsequent month and thereafter until changed by succeeding BGSS-M rate filings. The BGSS-M price shall be posted on the Company's WEB site within two (2) to four (4) days of the rate being filed with the BPU.

The Company shall make an annual BGSS filing on or before June 1 of each year. The filing shall provide for a review of the actual costs and recoveries for the previous period ending April 30 and projections of costs and recoveries through September 30. The filing shall also propose a new BGSS-P rate to be implemented on October 1. The proposed BGSS-P rate shall be based upon the projected cost of purchased gas and storage utilization to serve projected demand for gas service for the period October 1 through September 30 and an adjustment to recover or credit prior period under or over recovered gas costs as projected to exist on the preceding September 30. The Company shall provide the basis for its projected costs and the NYMEX projection of monthly gas prices for the projected period. In its annual filing the Company shall calculate the CCC-P component, as defined above, of the BGSS-P rate. Adjustments, if any, resulting from the Board's review of this filing shall be made following a Board Order.

The charges applicable under this Rider include provision for the New Jersey Sales and Use Tax, and when billed to customers exempt from this tax shall be reduced by the amount of such tax included therein.

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RIDER "B"

WEATHER NORMALIZATION CLAUSE ("WNC")

Applicable to all customers in service classifications RDS, SGS and GDS.

January 1, 2016 through May 31, 2016 (\$0.0412) per therm

June 1 through September 30 of any year \$0.0000 per therm

The charges applicable under this Rider include provision for the New Jersey Sales and Use Tax, and when billed to customers exempt from this tax shall be reduced by the amount of such tax included therein. In the winter months, October through May, a weather normalization charge shall be applied to the rate quoted in this Tariff under the service classifications shown above, except as may be otherwise provided for in the individual service classification. The weather normalization charge applied in each winter period shall be based on the differences between actual and normal weather during the preceding winter period.

METHOD OF DETERMINING WEATHER NORMALIZATION CHARGE:

The weather normalization charge shall be determined as follows:

I. Definition of Terms as Used Herein

1. Degree Days (DD) - the difference between 65°F and the twenty-four point average temperature for the day, as determined from the records of the National Oceanic and Atmospheric Administration (NOAA) at its weather observation station located at Newark International Airport, when such average falls below 65°F. A day is defined as a period corresponding with the Company's gas sendout day of 10 am to 10 am.

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RIDER "B"

WEATHER NORMALIZATION CLAUSE ("WNC")
(continued)

METHOD OF DETERMINING WEATHER NORMALIZATION CHARGE: (continued)

I. Definition of Terms as Used Herein (continued)

2. Actual Calendar Month Degree Days - the accumulation of the actual Degree Days for each day of a calendar month.
3. Normal Calendar Month Degree Days - the level of calendar month degree days to which test year sales volumes were normalized in the base rate proceeding that established the current base rates for the service classifications to which this clause applies. The normal calendar month Degree Days used in this clause may be updated in base rate cases. The normal degree days for the defined winter months are as follows:

| <u>Month</u> | <u>Normal Degree Days</u> | <u>Leap Year Normal Degree Days</u> |
|--------------|---------------------------|-------------------------------------|
| October | 257 | 257 |
| November | 523 | 523 |
| December | 814 | 814 |
| January | 993 | 993 |
| February. | 837 | 862 |
| March | 678 | 668 |
| April | 353 | 344 |
| May | <u>126</u> | <u>122</u> |
| Total | 4,581 | 4,583 |

4. Winter Period - shall be the eight consecutive sales and calendar months from October of one calendar year through May of the following calendar year.
5. Degree Day Dead Band - shall be one-half (½%) percent of the monthly Normal Calendar Degree Days for the Winter Period.

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RIDER "B"

WEATHER NORMALIZATION CLAUSE ("WNC") (continued)

METHOD OF DETERMINING WEATHER NORMALIZATION CHARGE: (continued)

I. Definition of Terms as Used Herein (continued)

6. Degree Day Consumption Factor ("DDCF") - the variable component (use per degree day) of the gas sendout for each month of the winter period normalized for weather and adjusted for lost and unaccounted for gas. The DDCF shall be updated annually in the Company's WNC reconciliation filing annualizing to reflect the change in number of customers that has occurred since the base rate proceeding that established the initial degree day consumption factor in base rate cases. The base number of customers used to establish the normalized use in terms per customer and the calculated DDCF approved in the Company's most recent base rate case are as follows:

| <u>Month</u> | <u>Base Number of Customers</u> | <u>Therms per Degree Day</u> |
|--------------|---|----------------------------------|
| October | 282,731 | 51,117 |
| November | 283,538 | 59,513 |
| December | 284,438 | 61,218 |
| January | 285,027 | 65,699 |
| February | 285,683 | 67,497 |
| March | 285,934 | 64,432 |
| April | 285,804 | 55,258 |
| May | 285,854 | 54,844 |

3. Margin Revenue Factor - the weighted average of the Distribution Charges as quoted in the individual service classes to which this clause applies net of applicable taxes and other similar charges and any other revenue charge not retained by the Company that these rates may contain in the future. The weighted average shall be determined by multiplying the margin revenue component of the Distribution Charges from each service class to which this clause applies by each class's percentage of total consumption of all the classes to which this clause applies for the winter period and summing this result for all the classes to which this clause applies. The Margin Revenue Factor shall be redetermined each time base rates are adjusted. The current Margin Revenue Factor is \$0.3178 per therm.

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RIDER "B"

WEATHER NORMALIZATION CLAUSE ("WNC")
(continued)

METHOD OF DETERMINING WEATHER NORMALIZATION CHARGE (continued)

I. Definition of Terms as Used Herein (continued)

8. Annual Period: shall be the 12 consecutive months from October 1 of one calendar year through September 30 of the following calendar year.
9. Average 13 month common equity balance: shall be the common equity balance at the beginning of the Annual Period (i.e. October 1) and the month ending balances for each of the twelve months in the Annual Period divided by thirteen (13).

II. Determination of the Weather Normalization Rate

At the end of the Winter Period during the Annual Period, a calculation shall be made that determines for all months of the Winter Period the level by which margin revenues differed from what would have resulted if normal weather (as determined by reference to the Degree Day Dead Band) occurred.

The monthly calculation is made by multiplying the Degree Day Consumption Factor by the difference between Normal Calendar Month Degree Days as adjusted for the monthly Degree Day Dead Band, and Actual Calendar Month Degree Days and, in turn, multiplying the result by the Margin Revenue Factor. To the extent the Actual Calendar Month Degree Days exceeds Normal Calendar Month Degree Days as adjusted for the Degree Day Dead Band, an excess of margin revenues exist. To the extent Actual Calendar Month Degree Days were less than Normal Calendar Month Degree Days as adjusted for the Degree Day Dead Band, a deficiency of marginal revenue exists. In addition, the weather normalization clause shall not operate to permit the Company to recover any portion of a margin revenue deficiency that will cause the Company to earn in excess of 10.3% for the Annual Period; any portion which is not recovered shall not be deferred. For purposes of this section, the Company's rate of return on common equity shall be calculated by dividing the Company's regulated jurisdictional net income for the Annual Period by the Company's average 13-month common equity balance for such Annual Period, all as reflected in the Company's monthly reports to the BPU. The Company's regulated jurisdictional net income shall be calculated by subtracting from total net income (1) margins

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RIDER "B"

WEATHER NORMALIZATION CLAUSE ("WNC")
(continued)

METHOD OF DETERMINING WEATHER NORMALIZATION CHARGE (continued)

II. Determination of the Weather Normalization Rate (continued)

retained by the Company from non-firm sales and transportation services, net of associated taxes, (2) margins retained in the provision of sales in accordance with the Board Order pertaining to Docket No. GR90121391J and GM90090949, net of associated taxes and (3) net income derived from unregulated activities conducted by Elizabethtown.

The Company's average thirteen-month common equity balance for any Annual Period shall be the Company's average total common equity less the Company's average common equity investment in unregulated subsidiaries.

The balance of margin revenue excess or deficiency at September 30 of the Annual Period shall be divided by the estimated applicable sales from the classes subject to this clause for the Winter Period over which this charge will be in effect, multiplied by a factor to adjust for increases in taxes and other similar charges. The product of this calculation shall be the Weather Normalization Charge. However, the Weather Normalization Charge will at no time exceed three (3%) percent of the then applicable Residential Distribution Service rate plus the BGSS. To the extent that the effect of this rate cap precludes the Company from fully recovering the margin deficiency for the Annual Period, the unrecovered balance will be added to or subtracted from the margin deficiency or margin excess used to calculate the weather normalization charge for the next Winter Period. The Weather Normalization Charge, so calculated, will be in effect for the Winter Period immediately following the Annual Period used in such calculation.

III. Tracking the Operation of the Weather Normalization Clause

The revenues billed, or credits applied, net of taxes and other similar charges, through the application of the Weather Normalization Rate shall be accumulated for each month when this rate is in effect and applied against the margin revenue excess or deficiency from the immediately preceding Winter Period and any cumulative balances remaining from prior Winter Periods.

The annual filing for the adjustment to the weather normalization rate shall be concurrent with the annual filing for the Rider "D" Societal Benefits Charge.

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RIDER "C"

ON-SYSTEM MARGIN SHARING CREDIT ("OSMC")

Applicable to all Service Classifications that pay the BGSS of Rider A and RDS customers that receive gas supply from a TPS in accordance with the Board's Order in Docket No. GO99030122.

The OSMC is subject to change to reflect the Company's actual recovery of such margins and shall be adjusted annually in its BGSS filing.

(\$0.0175) per therm

The charges applicable under this Rider include provision for the New Jersey Sales and Use Tax, and when billed to customers exempt from this tax shall be reduced by the amount of such tax included therein.

Determination of the OSMC

On or about July 31 of each year, the Company shall file with the Board an OSMC rate filing based on the credits generated from on-system margin sharing during the previous OSMC year July 1 through June 30.

The OSMC shall be calculated by taking the current year's credits, plus the prior year's OSMC over or under recovery balance and dividing the resulting sum by the annual forecasted volumes for the service classifications set forth above. The resulting rate shall be adjusted for all applicable taxes and other similar charges.

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RIDER "D"

SOCIETAL BENEFITS CHARGE ("SBC")

Applicable to all tariff Service Classifications except those Customers under special contracts that explicitly do not permit the Company to apply increased charges as filed and approved by the BPU and those customers exempted pursuant to the Long-Term Capacity Agreement Pilot Program ("LCAPP"), P.L. 2011, c.9, codified as N.J.S.A. 48:3-60.1. See the LCAPP Exemption Procedures at the end of this Rider.

The SBC is designed to recover the t components listed below and any other new programs which the Board determines should be recovered through the Societal Benefits Charge.

| | <u>SBC Rate Components:</u> | <u>Per Therm</u> |
|------|---|------------------|
| I. | New Jersey Clean Energy Program ("CEP") | \$0.0244 |
| II. | Remediation Adjustment Charge ("RAC") | (\$0.0016) |
| III. | <u>Universal Service Fund and Lifeline:</u> | |
| | 1. Universal Service Fund ("USF") | \$0.0076 |
| | 2. Lifeline | \$0.0051 |
| | TOTAL | \$0.0355 |

The charges applicable under this Rider include provision for the New Jersey Sales and Use Tax, and when billed to customers exempt from this tax shall be reduced by the amount of such tax included therein.

I. New Jersey Clean Energy Program Component ("CEP")

The Comprehensive Resource Analysis ("CRA") name was changed to the Clean Energy Program - CEP per Board Order dated January 22, 2003 in Docket No. EX99050347 *et.al*. The CEP is a mechanism that will (1) establish a rate to recover the costs of the Core and Standard Offer Programs in the Company's CEP Plan which was approved by the BPU" in Docket No. GE92020104, and (2) compensate the Company for the revenue erosion resulting from conservation savings created by the Standard Offer Program. The annual recovery period for the CEP is from October 1 through September 30. The CEP recovers program costs and revenue erosion incurred during the previous CEP year ended June 30.

1. CEP program costs include the costs of core programs, standard offer payments and any administrative costs not recovered directly from standard offer providers.

Date of Issue: xx1

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on and after xx2Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083Filed Pursuant to Order of the Board of Public Utilities
Dated xx3 in Docket No. xx4

RIDER "D"

SOCIETAL BENEFITS CHARGE ("SBC")
(continued)

I. New Jersey Clean Energy Program Component ("CEP") (continued)

2. The Standard Offer Program will reduce the volumes of gas sold by the Company and will reduce revenues corresponding to volumes of gas saved. This revenue loss will occur because the rates set in the Company's base rate case do not reflect a decrease in revenues resulting from program measures which will be implemented during the period in which the Company's CEP Plan is in effect. Consequently, the Company will not recover those fixed costs in base rates corresponding to the volumes of gas saved by the Standard Offer Program.
3. The CEP rate shall be determined as follows:
 - (a) The Company will project all program costs not recoverable directly from standard offer providers and revenue erosion, based upon current, approved rates, both of which elements are not currently collected through base rates for the annual period ("current annual period").
 - (b) The Company will include with the above projection, a statement of the prior annual period of any (over-) or under-recoveries, including interest at the rate applicable to the RAC component of the SBC. This statement will include estimated data for those months that occur after the date of filing but which correspond to the prior annual period. The CEP may be adjusted for material differences between estimates and actual results in the prior annual period.
 - (c) The sum of the program costs and recoveries for the CEP year ending June 30 plus the projected spending for the succeeding twelve month period, including interest calculated at a rate equal to that applied to the RAC component of the SBC, will be divided by the estimated sales and transportation throughput to all Customers subject to the SBC during the succeeding October 1 through September 30 period.

The formula for calculating the CEP rate is as follows:

$$\frac{PC + RE + [RB * (1+i)]}{AV}$$

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RIDER "D"

SOCIETAL BENEFITS CHARGE ("SBC")
(continued)

I. New Jersey Clean Energy Program Component ("CEP") (continued)

3. The CEP rate shall be determined as follows: (continued)

(c) where:

PC = all projected program costs not recoverable directly from standard offer providers

RE = cumulative annual margin revenue erosion from the date of effectiveness of the Plan until the time that new base rates take effect. Margin revenue erosion is determined by multiplying the actual measured annual decrease in firm sales attributable to implementation of certain CEP programs per Board Order EX99050347 *et.al.* and the DSM legacy standard offer programs by the net margin revenue associated with that decrease in each affected service classification.

RB = prior period recovery balance, the net of actual costs and recoveries.

i = interest rate applicable to recovery balance

AV = projected annual quantity for sales and transportation throughput to all Customers subject to the SBC.

4. There will be a reconciliation of over- or under-recovery of actual program costs not recovered directly from standard offer providers and revenue erosion, based upon approved rates in effect during the prior annual period, with the revenues collected through the CEP by maintaining an account showing the cumulative balance of the (over-) or under-recoveries. Any prior annual period balance will be included, with interest, along with current annual period projected costs and amortized over the current annual recovery period. Interest is calculated on the cumulative (over-) or under-recovery of the prior annual period on the average beginning and ending monthly balance at a rate equivalent to the rate applied to the RAC component of the SBC.

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RIDER "D"

SOCIETAL BENEFITS CHARGE ("SBC")
(continued)

I. New Jersey Clean Energy Program Component ("CEP") (continued)

5. The annual filing for the adjustment on or about October 1 of each year shall be made on or about July 31 of each year and shall be based on actual figures and experiences then available with estimates of remaining requirements.

II. Remediation Adjustment Clause Component ("RAC")

The RAC is a mechanism that will establish a rate to recover remediation costs, as defined herein. On or about July 31 of each year, the Company shall file with the Board a RAC rate component as part of the Societal Benefits Charge based on remediation costs and third party expenses/claims in the preceding remediation years.

The RAC will be determined as follows:

A. Definition of Terms Used Herein

1. Remediation Costs - all investigation, testing, land acquisition if appropriate, remediation and/or litigation costs/expenses or other liabilities excluding personal injury claims and specifically relating to former gas manufacturing facility sites, disposal sites, or sites to which material may have migrated, as a result of the earlier operation or decommissioning of gas manufacturing facilities.
2. Interest Rate - for carrying costs and deferred tax benefit calculation shall be the rate paid on seven year constant maturities treasuries as shown in the Federal Reserve Statistical Release on or closest to August 31st of each year plus 60 basis points.
3. Carrying Cost - the Interest Rate applied to the unamortized balance of remediation costs.
4. Recovery Year - each October 1 to September 30 year and is the time period over which the amortized expenses incurred during the Remediation Year shall be recovered from Customers.
5. Remediation Year - each July 1 to June 30 year and is the time period over which the remediation costs and recoveries are incurred.

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RIDER "D"
SOCIETAL BENEFITS CHARGE ("SBC")
(continued)

II. Remediation Adjustment Clause Component ("RAC")

A. Definition of Terms Used Herein (continued)

6. Third Party Claims - all claims brought by the Company against any entity, including insurance companies, from which recoveries may be received and will be charged through the RAC factor as follows:
- a. Fifty percent of the reasonable transaction costs and expenses in pursuing Third Party Claims shall be included as Remediation Costs and shall be recovered as part of the Remediation Adjustment Clause. The remaining 50% shall be deferred.
 - b. In the event that the Company is successful in obtaining a reimbursement from any Third Party, the Company shall be permitted to retain the deferred 50% as specified in 5a. The balance of the reimbursement, if any, shall be applied against the Remediation Costs starting in the year it is received and will be amortized over seven years.
 - c. The Company is not required to account for transaction costs and expenses in pursuing third party claims on a claim-by-claim basis.
7. Deferred Tax Benefit (DTB) - the unamortized portion of actual remediation costs multiplied by the Company's effective statutory federal and state income tax rate, and the Interest Rate.

$$DTB_{n,yr} = ARC_n * [(7-X)/7] * IR_{yr} * Tr_{yr}$$

DTB_{n,yr} = Deferred Tax Benefit in recovery year (yr) to be subtracted from one seventh the amount of the remediation costs incurred in remediation year (n).

ARC_n = Actual Remediation Costs incurred in remediation year (n).

X = Number of years that the ARC incurred in year n have been subject to amortization (X = 1,2,3,4,5,6)

IR_{yr} = Interest Rate

TR_{yr} = Effective combined Federal and State income tax rate.

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Dated xx3 in Docket No. xx4

RIDER "D"

SOCIETAL BENEFITS CHARGE ("SBC")

(continued)

II. Remediation Adjustment Clause Component ("RAC")A. Definition of Terms Used Herein (continued)

8. Sale of Property shall be calculated by taking the proceeds over book value of any sale of a former manufacturing gas plant site, less all reasonable expenses associated with selling the site, and subtracting the total costs that were incurred in cleaning up the site and amortized through rates. The proceeds associated with the total costs that were incurred in cleaning up the site will be included as a credit to the remediation costs incurred in the year of the sale. The remainder shall be equally shared between the Company and ratepayers.

B. Determination of the Remediation Adjustment

At the end of the remediation year, the Company shall file with the Board (1) copies of all bills and receipts relating to the amount of any remediation costs incurred in the preceding remediation year(s) for which it seeks to begin recovery; (2) similar material and information to support any expenses and/or recoveries resulting from Third Party claims; (3) a computation of the carrying cost on the unamortized balance of remediation cost; (4) a projection of remediation costs for the following remediation year.

The RAC factor shall be calculated by taking one seventh of the Actual Remediation Costs, plus applicable Third Party Claims and Sale of Property allocations incurred each year, until fully amortized, less the Deferred Tax Benefit plus the prior years' RAC over or underrecovery plus appropriate carrying costs. This amount is then divided by all applicable forecasted quantities to all Service Classifications for the upcoming recovery year.

The total annual charge to the Company's ratepayers for remediation costs during any recovery year shall not exceed five (5%) percent of the Company's total revenues from sales, transportation and storage services during the preceding Remediation Year. If this limitation results in the Company recovering less than the amount that would otherwise be recovered in a particular Recovery Year then the Company will continue to accumulate carrying costs which will be recovered by the Company from its ratepayers in a subsequent RAC proceeding.

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RIDER "D"

SOCIETAL BENEFITS CHARGE ("SBC")
(continued)II. Remediation Adjustment Clause Component ("RAC") (continued)C. Tracking the Operation of the Remediation Adjustment Clause

The revenues billed, net of taxes and other similar charges through the application of the Remediation Adjustment factor shall be accumulated for each month and be applied against the total amortized Remediation Costs calculated for that year. Any over or under collection at the end of the Recovery Year will be included in the determination of the following year's RAC factor.

III. Universal Service Fund ("USF") and Lifeline Components

An interim USF program was approved by the BPU in Docket No. EX00020091 dated November 21, 2001. A permanent USF program and Lifeline charge was approved by the BPU in Docket No. EX00020091 dated April 30, 2003. The Orders authorized the Company to collect costs associated with the program through the Societal Benefits Charge ("SBC"). The USF and Lifeline rate components of the SBC will be determined as follows:

A. Definition of Terms

1. Program Costs includes all costs incurred in connection with the implementation of Board ordered services, inclusive of carrying costs.
2. Program Year is the period October 1 to September 30 as approved by the BPU in Docket No. EX00020091 dated June 22, 2005.

B. Determination of the USF and Lifeline Components

The USF and Lifeline Components will be determined and issued by the Board and shall remain in effect until changed. The USF true up between credits given customers and amounts recovered will be made annually in accordance with the Board's directives.

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RIDER "D"

SOCIETAL BENEFITS CHARGE ("SBC")
(continued)III. Universal Service Fund ("USF") and Lifeline Components (continued)C. Carrying Costs

Per Board Order dated October 21, 2008 in Docket No. ER08060455, the interest rate on USF under and over recoveries shall be the interest rate based on a two-year constant maturity Treasuries as published in the Federal Reserve Statistical Release on the first day of each month (or the closest day thereafter on which rates are published), plus sixty basis points, but shall not exceed the overall rate of return for each utility as authorized by the Board. The calculation shall be based on the net of tax beginning and end average monthly balance, accruing simple interest with an annual roll-in at the end of each reconciliation period.

IV. LCAPP Exemption Procedures

The following procedures to obtain the LCAPP exemption from the SBC charge shall apply:

A customer seeking an SBC rate exemption for all or part of its usage must submit an Annual Certification form, provided by the Company, declaring and certifying, for any applicable meter, the percentage of natural gas purchased and used for the generation of electricity sold for resale during the previous calendar year. For facilities with less than twelve months of history, estimates supported by engineering and operational plans may be used.

A. Annual Procedures

In December of each year the Company will mail an Annual Certification form to customers currently receiving the exemption, addressed to the customer's designated representative, to be returned to the Company's designated representative by the following January 15th.

The certified percentage will be used to determine the SBC rate to be charged for the twelve (12) month period beginning February 1st, for example:

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RIDER "D"

SOCIETAL BENEFITS CHARGE ("SBC")
(continued)

V. LCAPP Exemption Procedures (continued)

A. Annual Procedures (continued)

If the full SBC rate to be charged equaled \$0.0400 per therm pre tax and other similar charges and the certified percentage was seventy-five percent (75%) then the rate charged and applied to the metered volume would be calculated as: $\$0.0400 * (1.00 - .75) = \0.0100 per therm before any applicable taxes and other similar charges.

If the customer fails to return the form by January 15th then the full SBC rate will be assessed on all of the customer's natural gas usage until a completed Annual Certification form is received. Any exemption will become effective after the customer's next subsequent meter reading.

Notwithstanding the foregoing, the Company will provide customers that it reasonably believes may be eligible for the exemption with a certification form for the period of January 28, 2011 through January 31, 2012 on which the customer may certify the percentage of natural gas purchased and used for the generation of electricity sold for resale during the calendar year 2010. Any adjustments to the customer's bill associated with this exemption period shall be billed or credited to the customer in the billing period following the adjustment determination.

B. Interim Period Procedures

Customers may obtain the exemption at any time during a year by obtaining and submitting to the Company's designated representative a completed Annual Certification form. The certified percentage will be used to determine the exemption which will become effective after the next subsequent meter reading. Customers will be required to re-certify for the subsequent period beginning February 1 in accordance with the Annual Procedures.

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RIDER "E"

ENERGY EFFICIENCY PROGRAM ("EEP")

Applicable to all customers except those customers under special contracts as filed and approved by the BPU and those customers exempted pursuant to the Long-Term Capacity Agreement Pilot Program ("LCAPP"), P.L. 2011 c.9, codified as N.J.S.A. 48:3-60.1. See the LCAPP Exemption Procedures at the end of the Societal Benefits Charge ("SBC") Rider "D."

The EEP shall be collected on a per therm basis and shall remain in effect until changed by order of the BPU. The applicable EEP unit charges are as follows:

(\$0.0007) per therm

The charges applicable under this Rider include provision for the New Jersey Sales and Use Tax, and when billed to customers exempt from this tax shall be reduced by the amount of such tax included therein.

In the "Global Warming Act," *N.J.S.A.26-2C-45*. or "RGGI Legislation" the State Legislature determined that global warming is a pervasive and dangerous threat that should be addressed through the establishment of a statewide greenhouse gas emissions reduction program. On May 8, 2008, the Board issued an Order (the "RGGI Order") pursuant to *N.J.S.A. 48:3-98.1(c)*. The RGGI Order allowed electric and gas public utilities to offer energy efficiency and conservation programs on a regulated basis. By Order dated April 11, 2012 in Docket No. GO11070399, the Board approved a Stipulation that extended the program for one year, changed the name to EEP, and streamlined the program offerings. By Order dated April 29, 2013 in Docket No. GO12100946, the Board approved a Stipulation that extended the program to September 1, 2013. By Order dated August 21, 2013 in Docket No. GO12100946, the Board approved a Stipulation that extended the program through August, 2015.

The EEP will enhance or supplement existing Clean Energy Program ("CEP") incentives with programs such as:

1. Expanded gas HVAC and hot water heater incentive programs for residential customers;
2. Commercial customer energy efficiency programs which enhance CEP SmartStart and Pay for Performance incentives; and
3. Enhanced customer education and outreach initiatives designed to encourage customers to conserve energy and lower their gas bills.

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RIDER "E"

ENERGY EFFICIENCY PROGRAM ("EEP")
(continued)

The EEP will recover all costs associated with the program, including, but not limited to customer outreach and system implementations to implement and manage the programs.

Determination of the EEP

On or about July 31 of each year, the Company shall file with the Board an EEP rate filing based on the costs and recoveries incurred during the previous EEP year ending June 30th as well as estimates, if applicable, through the upcoming calendar year to develop the EEP rate to be effective October 1st as follows:

The EEP monthly recoverable expenditure amounts shall be derived from taking the average of the cumulative beginning and end of month expenditures associated with the EEP investments less accumulated amortization and accumulated deferred income tax credits times the after tax weighted average cost of capital grossed up for the Company's revenue factor, as directed in the Board's August 21, 2013 Order in Docket No. GO12100946, plus monthly amortization using a four year amortization period.

The EEP rate shall be calculated by summing the (i) prior year's EEP over or under recovery balance, plus (ii) current year monthly recoverable expenditure amounts, less (iii) current year recoveries, plus (iv) current year carrying costs based on the monthly average over or under recovered balances, at a rate equal to the rate obtained on the Company's weighted average of its commercial paper and bank credit lines, if both sources have been utilized, not to exceed the weighted average cost of capital after tax as described above, plus (v) an estimated amount to recover the upcoming year's recoverable expenditures amount and dividing the resulting sum by the annual forecasted per therm quantities for the applicable customers set forth above. The resulting rate shall be adjusted for all applicable taxes. The EEP rate shall be self-implementing on a refundable basis as directed by the BPU.

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Dated xx3 in Docket No. xx4

RATE SUMMARIES

Per Therm

| | <u>RDS</u> <u>(sales)</u> | <u>RDS</u> <u>(transportation)</u> |
|----------------------|--|---|
| Service Charge | 8.50 | 8.50 |
| Distribution Charges | 0.3967 | 0.3967 |

Riders:

| | | | |
|---|------|----------|----------|
| A | BGSS | BGSS-P | per TPS |
| B | WNC* | WNC* | WNC* |
| C | OSMC | (0.0175) | (0.0175) |
| D | SBC | 0.0355 | 0.0355 |
| E | EEP | (0.0007) | (0.0007) |

* The WNC will apply to customers during the months of October through May.

Rates shown include taxes if applicable; rates that are tax exempt are noted "exempt."

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Filed Pursuant to Order of the Board of Public Utilities
Dated xx3 in Docket No. xx4

RATE SUMMARIES
(continued)

| Per Therm | SGS (sales) | SGS (transportation)¹ |
|----------------------|------------------------|---|
| Service Charge | 21.97 | 21.97 |
| Distribution Charges | 0.3586 | 0.3586 |
| <u>Riders:</u> | | |
| A BGSS | BGSS-P | Per TPS |
| B WNC | WNC* | WNC* |
| C OSMC | (0.0175) | (0.0175) |
| D SBC | 0.0355 | 0.0355 |
| E EEP | (0.0007) | (0.0007) |

¹ Balancing Charge of \$0.0171 per therm applies to customers November to March with a DCQ under 500 therms.

* The WNC will apply to customers during the months of October through May.

Rates shown include taxes if applicable; rates that are tax exempt are noted "exempt."

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RATE SUMMARIES
 (continued)

| Per Therm | GDS (sales) | GDS (transportation)¹ | GDS SP #2 May – October |
|--------------------------|------------------------|---|------------------------------------|
| Service Charge | 28.96 | 28.96 | 28.96 |
| Demand Charge, per DCQ | 0.808 | 0.808 | 0.808 |
| Distribution Charges | 0.2149 | 0.2149 | 0.0668 |
| <u>Riders:</u> | | | |
| A Commodity Charge | BGSS-M | per TPS | BGSS-M |
| B WNC | WNC* | WNC* | na |
| C OSMC | (0.0175) | na | na |
| D SBC | 0.0355 | 0.0355 | 0.0355 |
| E EEP | (0.0007) | (0.0007) | (0.0007) |

¹ Balancing Charge of \$0.0171 per therm applies to customers November to March with a DCQ under 500 therms.

*The WNC will apply to customers during the months of October through May.

Rates shown include taxes if applicable; rates that are tax exempt are noted "exempt."

"na " rider not applicable

Date of Issue: xx1

Effective: Service Rendered
 on and after xx2

Issued by: Brian MacLean, President
 520 Green Lane
 Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities
 Dated xx3 in Docket No. xx4

RATE SUMMARIES
(continued)

Per Therm

| | <u>LVD</u> |
|------------------------|------------|
| Service Charge | 274.68 |
| Demand Charge, per DCQ | 1.032 |
| Distribution Charges | 0.0538 |

Riders:

| | |
|--------|----------|
| A BGSS | BGSS-M |
| B WNC | na |
| C OSMC | (0.0175) |
| D SBC | 0.0355 |
| E EEP | (0.0007) |

Rates shown include taxes if applicable; rates that are tax exempt are noted "exempt."

" na " rider not applicable

Date of Issue: xx1

Effective: Service Rendered
on and after xx2

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities
Dated xx3 in Docket No. xx4

RATE SUMMARIES
(continued)

| Per Therm | IS <u>(ceiling)</u> | ITS exempt <u>(ceiling)</u> | ITS taxable <u>(ceiling)</u> |
|------------------------|--------------------------------------|--|---|
| Service Charge | 356.03 | 589.50 | 630.03 |
| Demand Charge, per DCQ | 0.081 | 0.293 | 0.313 |
| Distribution Charges | 0.9427 | 0.0791 | 0.0845 |
| <u>Riders:</u> | | | |
| A Commodity Charge | BGSS-M | per TPS | per TPS |
| B WNC | na | na | na |
| C OSMC | na | na | na |
| D SBC | 0.0355 | 0.0332 | 0.0355 |
| E EEP | (0.0007) | (0.0007) | (0.0007) |

Rates shown include taxes if applicable; rates that are tax exempt are noted "exempt."

" na " rider not applicable

Date of Issue: xx1

Effective: Service Rendered
on and after xx2

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities
Dated xx3 in Docket No. xx4

RATE SUMMARIES
(continued)

| Per Therm | EGF <u>(exempt)</u> | EGF <u>(taxable)</u> |
|------------------------|--------------------------------------|---------------------------------------|
| Service Charge | 52.27 | 55.86 |
| Demand Charge, per DCQ | 0.421 | 0.450 |
| Distribution Charges | 0.0472 | 0.0504 |
| <u>Riders:</u> | | |
| A BGSS | BGSS-M | BGSS-M |
| B WNC | na | na |
| C OSMC | (0.0164) | (0.0175) |
| D SBC | 0.0332 | 0.0355 |
| E EEP | (0.0007) | (0.0007) |

Rates shown include taxes if applicable; rates that are tax exempt are noted "exempt."

" na " rider not applicable

Date of Issue: xx1

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Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities
Dated xx3 in Docket No. xx4

RATE SUMMARIES
(continued)

| | FTS | FTS |
|------------------------|-----------------|------------------|
| | (exempt) | (taxable) |
| Per Therm | | |
| Service Charge | 257.01 | 274.68 |
| Demand Charge, per DCQ | 0.966 | 1.032 |
| | | |
| Distribution Charges | 0.0503 | 0.0538 |
| | | |
| <u>Riders:</u> | | |
| A Commodity Charge | per TPS | per TPS |
| B WNC | na | na |
| C OSMC | na | na |
| D SBC | 0.0332 | 0.0355 |
| | | |
| E EEP | (0.0007) | (0.0007) |

Rates shown include taxes if applicable, rates that are tax exempt are noted "exempt."

" na " rider not applicable

Date of Issue: xx1

Effective: Service Rendered
on and after xx2

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities
Dated xx3 in Docket No. xx4

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ELIZABETHTOWN GAS
B. P. U. NO. ~~1415~~ – GAS

~~CANCELLING~~
~~B. P. U. NO. 13 – GAS~~

ELIZABETHTOWN GAS TARIFF FOR GAS SERVICE

Date of Issue: ~~December 17, 2009~~xx1

Effective: Service Rendered
on and after ~~December 17, 2009~~
xx2

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities

Dated ~~December 17, 2009~~xx3 in Docket No. ~~GR09030195~~xx4

ELIZABETHTOWN GAS
 B. P. U. NO. ~~1415~~ – GAS
 CANCELLING
 B. P. U. NO. ~~13~~ – GAS

ORIGINAL SHEET NO.

FIRST REVISED SHEET NO. 1

TABLE OF CONTENTS

Sheet No.

| | |
|---|----|
| TERRITORY SERVED | 7 |
| STANDARD TERMS AND CONDITIONS – Sections 1 – 19 | |
| 1. GENERAL | 8 |
| 1.01 – Applicability | 8 |
| 1.02 – Termination or Revision of Tariff | 8 |
| 1.03 – Agents | 8 |
| 1.04 – Application of Tariff | 9 |
| 1.05 – Inspection of Tariff | 9 |
| 2. OBTAINING SERVICE | 9 |
| 2.01 – Application for Service | 9 |
| 2.02 – Form of Application | 10 |
| 2.03 – Selection of Rate | 10 |
| 2.04 – Deposit and Guarantee | 11 |
| 2.05 – Planning Area Certification for Extensions | 12 |
| 2.06 – Permits | 12 |
| 2.07 – Temporary Service | 12 |
| 2.08 – Authorization to Turn On Gas to the Meter | 13 |
| 3. EXTENSIONS OF MAINS AND/OR SERVICE LINES | 13 |
| 3.01 – Definitions and General Provisions | 13 |
| 3.02 – Charges for Extensions | 14 |
| 1) Residential, Firm Commercial or Firm Industrial Extensions | 14 |
| 2) Land Development Extensions | 15 |
| 3) Interruptible and Alternate Fuel Extensions | 15 |
| 4. SERVICE CONNECTIONS | 16 |
| 4.01 – General | 16 |
| 4.02 – Change in Existing Installations | 16 |

Date of Issue: ~~November 22, 2010~~xx1

Effective: Service Rendered
 on and after ~~December 30, 2009~~
 xx2

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 520 Green Lane
 Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities

Dated ~~October 22, 2010~~xx3 in ~~Docket No. Non-Docketed Matter~~ xx4

ELIZABETHTOWN GAS
B. P. U. NO. ~~1415~~ – GAS

ORIGINAL SHEET NO.

~~CANCELLING~~

~~B. P. U. NO. 13 – GAS~~

FIRST REVISED SHEET NO. 2

TABLE OF CONTENTS
(continued)

Sheet No.

| | |
|---|----|
| 5. METERS AND ASSOCIATED EQUIPMENT | 46 |
| 5.01 – General | 46 |
| 5.02 – Customer’s Responsibility | 48 |
| 5.03 – Automatic Meter Reading Equipment (AMR) | 48 |
| 6. CUSTOMER’S INSTALLATION | 49 |
| 6.01 – General | 49 |
| 6.02 – Equipment, Piping and Installation | 49 |
| 6.03 – Back Pressure and Suction | 20 |
| 6.04 – Adequacy and Safety of Installation | 20 |
| 7. METER READINGS AND BILLING | 20 |
| 7.01 – General | 20 |
| 7.02 – Correction for Pressure and/or Temperature | 20 |
| 7.03 – Therm Conversion Factor | 24 |
| 7.04 – Billing Period | 24 |
| 7.05 – Proration of Monthly Charges | 24 |
| 7.06 – Estimated Bills and Discontinuance of Service for Excessive Estimated Reads | 22 |
| 7.07 – Billing Adjustments Due to Inaccurate Meter Recordings | 22 |
| 7.08 – Separate Billing for Each Installation | 23 |
| 7.09 – Sale for Resale of Gas Service and Sub-Metering | 23 |
| 7.10 – Payment of Bills | 24 |
| 7.11 – Reimbursement of Expense for Processing Uncollectible Checks | 25 |
| 7.12 – Beginning and Ending Service | 25 |
| 7.13 – Budget Plan | 25 |
| 8. LEAKAGE | 25 |
| 9. ACCESS TO PREMISES | 25 |
| 10. RIGHT TO SUSPEND, CURTAIL, OR DISCONTINUE SERVICE | 25 |

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520 Green Lane
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Dated ~~October 22, 2010~~xx3 in Docket No. xx4~~Non-Docketed Matter~~

ELIZABETHTOWN GAS
B. P. U. NO. ~~1415~~ – GAS

ORIGINAL SHEET NO.

~~CANCELLING~~

~~B. P. U. NO. 13 – GAS~~

FIRST REVISED SHEET NO. 3

TABLE OF CONTENTS
(continued)

| | <u>Sheet No.</u> |
|---|------------------|
| 11. RECONNECTION AND TAMPERING CHARGES | 27 |
| 11.01 – Reconnection and Collection Charges | 27 |
| 11.02 – Tampering Charge | 27 |
| 11.03 – Diversion of Service | 28 |
| 12. CONTINUITY OF SERVICE | 28 |
| 13. LIMITATION OF SERVICE AVAILABILITY | 28 |
| 14. CHARACTERISTICS OF SUPPLIED GAS | 29 |
| 15. GENERAL | 29 |
| 15.01 – Inspection of Customer Facilities | 29 |
| 15.02 – Force Majeure | 29 |
| 16. GAS CURTAILMENT PLAN | 30 |
| 16.01 – Purpose | 30 |
| 16.02 – Definition of Essential Gas Users | 30 |
| 16.03 – Actions Required Before Implementation of the Gas Curtailment Plan | 30 |
| 16.04 – Curtailment Plan Action Steps | 34 |
| 16.05 – Appropriation of End User Transportation Gas | 32 |
| 16.06 – Liability Exclusion | 32 |
| 17. UNAUTHORIZED GAS USE | 32 |
| 18. NEW JERSEY SALES AND USE TAX | 34 |
| 19. ASSESSMENTS | 35 |
| 2019. NEGOTIATED RATES, TERMS AND CONDITIONS | 35 |

Date of Issue: ~~April 1, 2012~~xx1

Effective: Service Rendered
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Filed Pursuant to Order of the Board of Public Utilities
Dated ~~March 12, 2012~~xx3 in Docket No. ~~GT11090619~~xx4

ELIZABETHTOWN GAS
B. P. U. NO. ~~4415~~ – GAS

ORIGINAL SHEET NO.

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~~CANCELLING~~~~B. P. U. NO. 13 – GAS~~

FIRST REVISED SHEET NO. 4

TABLE OF CONTENTS
(continued)

SERVICE CLASSIFICATIONS LISTED BELOW ARE AVAILABLE IN
THE ENTIRE TERRITORY SERVED BY ELIZABETHTOWN GAS

| <u>TYPES OF SERVICES</u> <u>Applicable to:</u> | <u>Service Classifications</u> | | <u>Sheet No.</u> |
|--|---------------------------------------|-----|------------------|
| Residential Customers | Residential Delivery Service | RDS | 36 |
| Commercial, Industrial, Multi-Family, Governmental, Religious Institutions, Hospitals and Nursing Home Customers using less than 35,000 therms per year as determined in the classification | Small General Service | SGS | 40 |
| Commercial, Industrial, Multi-Family, Governmental, Religious Institutions, Hospitals and Nursing Home Customers <u>using 5,000 or more</u> <u>therms per year as determined in the</u> <u>classification</u> | General Delivery Service | GDS | 42 |
| Commercial and Industrial Service | Natural Gas Vehicle Service | NGV | 49.1 |
| Commercial and Industrial Customers | Large Volume Demand Service | LVD | 50 |
| Commercial & Industrial Service | Electric Generation Firm Service | EGF | 53 |
| All Customers | Unmetered Outdoor Gas Lighting | GLS | 56 |
| Commercial & Industrial Service | Interruptible Cogeneration Service | CSI | 58 |
| Commercial and Industrial Service | Interruptible Service | IS | 64 |
| Industrial and Public Utility Customers | Contract Service | CS | 66 |
| Industrial Service | Supplemental Interruptible Service | SIS | 73 |

Date of Issue: ~~August 1, 2014~~xx1Effective: Service Rendered
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Filed Pursuant to Order of the Board of Public Utilities
Dated ~~July 23, 2014~~xx3 in Docket No. ~~GT13080785~~xx4

ELIZABETHTOWN GAS
B. P. U. NO. ~~4415~~ – GAS

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~~CANCELLING~~B. P. U. NO. ~~13~~ – GASORIGINAL SHEET NO. ~~5~~

TABLE OF CONTENTS
(continued)

SERVICE CLASSIFICATIONS LISTED BELOW ARE AVAILABLE IN
THE ENTIRE TERRITORY SERVED BY ELIZABETHTOWN GAS

TYPES OF SERVICES

| <u>Applicable to:</u> | <u>Service Classifications</u> | | <u>Sheet No.</u> |
|---|--------------------------------------|-----|------------------|
| Commercial and Industrial Service | Firm Transportation Service | FTS | 76 |
| Industrial Customers | Interruptible Transportation Service | ITS | 84 |
| Brokers, Marketers, Third Party Suppliers | Third Party Suppliers Service | TPS | 87 |

Date of Issue: ~~December 17, 2009~~~~xx1~~Effective: Service Rendered
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Dated ~~December 17, 2009~~~~xx3~~ in Docket No. ~~GR09030195~~~~xx4~~

ELIZABETHTOWN GAS
B. P. U. NO. ~~1415~~ – GAS

ORIGINAL SHEET NO.

~~CANCELLING~~

~~B. P. U. NO. 13 – GAS~~

THIRD REVISED SHEET NO. 6

TABLE OF CONTENTS
(continued)

| <u>RIDERS:</u> | <u>Sheet No.</u> |
|---|------------------|
| Rider "A" - Basic Gas Supply Service ("BGSS") | 98 |
| Rider "B" - Weather Normalization Clause ("WNC") | 403 |
| Rider "C" – On-System Margin Sharing Credit ("OSMC") | 408 |
| Rider "D" – Societal Benefits Charge ("SBC") | 409 |
| I. New Jersey Clean Energy Program ("CEP") | 409 |
| II. Remediation Adjustment Clause ("RAC") | 412 |
| III. Universal Service Fund ("USF") and Lifeline Components | 415 |
| Rider "E" – Available for Future Use | - |
| Rider "F" – Available for Future Use | - |
| Rider " G <u>E</u> " - Energy Efficiency Program ("EEP") | 420 |
| Rider "H" – Available for Future Use | - |
| Rider "I" – Gas Cost Underrecovery Adjustment Surcharge ("GCUA") | 424 |
| Rate Summaries | 425 |

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on and after ~~January 1, 2014~~xx2

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520 Green Lane
Union, New Jersey 07083

~~Filed Pursuant to the Board Secretary's Letter Dated December 18, 2013
I/M/O the Phase Out of the Transitional Energy Facility Assessment ("TEFA")
Pursuant to N.J.S.A. 48:2-21.34(5) and N.J.S.A. 54:30A-102 in Docket No. E011110800
Filed Pursuant to Order of the Board of Public Utilities
Dated xxx3 in Docket No. xx4~~

ELIZABETHTOWN GAS
B. P. U. NO. ~~1415~~ – GAS

ORIGINAL SHEET NO.

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~~B. P. U. NO. 13 – GAS~~

~~FOURTH REVISED SHEET NO. 7~~

TERRITORY SERVED
WHOLLY WITHIN THE STATE OF NEW JERSEY

ELIZABETHTOWN DIVISION

NORTHWEST DIVISION

Middlesex County

1. Carteret
2. Edison (part)
3. Metuchen
4. Perth Amboy
5. Woodbridge
Avenel
Colonia
Fords
Iselin
Keasbey
Port Reading
Sewaren

Union County

1. Clark
2. Cranford
3. Elizabeth
4. Fanwood
5. Garwood
6. Hillside
7. Kenilworth
8. Linden
9. Mountainside
10. Rahway
11. Roselle
12. Roselle Park
13. Scotch Plains
14. Union
15. Westfield
16. Winfield
17. Winfield Park

Hunterdon County (Southern District)

1. Alexandria
2. Bethlehem
3. Bloomsbury
4. Califon
5. Clinton (Town)
6. Clinton (Twp.)/ Annandale
7. Delaware
8. East Amwell/ Ringoes
9. Flemington
10. Franklin
11. Frenchtown
12. Glen Gardner
13. Hampton
14. High Bridge
15. Holland
16. Kingwood (Twp.)
17. Lambertville
18. Lebanon (Bor.)
19. Lebanon (Twp.)/Stockton
20. Milford (Bor.)
21. Raritan
22. Readington (part)
23. Stockton
24. Union
25. West Amwell

Mercer County (Southern District)

1. Hopewell (Bor.)
2. Hopewell (Twp. Part)
3. Lawrence
4. Pennington

Morris County (Central District)

1. Mount Olive (Twp. Part) / Budd Lake
2. Washington (Twp. Part) / Long Valley

Sussex County

- (Northern District)
1. Andover (Bor.)
 2. Andover (Twp.)
 3. Branchville
 4. Frankford
 5. Franklin (Bor.)
 6. Fredon
 7. Green
 8. Hamburg
 9. Hampton
 10. Hardyston
 11. Lafayette
 12. Newton
 13. Ogdensburg
 14. Sparta
 15. Sussex
 16. Vernon
 17. Wantage

Warren County
(Central District)

1. Allamuchy
2. Alpha
3. Belvidere
4. Franklin
5. Greenwich
6. Hackettstown
7. Harmony
8. Independence
9. Lopatcong
10. Mansfield
11. Oxford
12. Phillipsburg
13. Pohatcong
14. Washington (Bor.)
15. Washington (Twp.)
16. White

Date of Issue: ~~August 30, 2016xx1~~

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ELIZABETHTOWN GAS
B. P. U. NO. ~~4415~~ – GAS

ORIGINAL SHEET NO.

~~CANCELLING~~

~~B. P. U. NO. 13 – GAS~~

ORIGINAL SHEET NO. ~~8~~

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STANDARD TERMS AND CONDITIONS

1. GENERAL

1.01 - Applicability

These Standard Terms and Conditions, filed as part of the Tariff of Elizabethtown Gas (hereinafter referred to as "Gas Company" or "Company"), set forth the terms and conditions under which service is rendered and will be supplied. They govern all classes of service to the extent applicable and are made a part of all agreements for the supply of gas service unless specifically modified by the terms of a particular service classification or by special terms written in and made a part of a contract for service.

Failure by the Gas Company to enforce any provisions, terms, or conditions set forth in this Tariff shall not be deemed a waiver thereof.

Per the New Jersey Administrative Code ("N.J.A.C.") 14:3 ("Chapter") Section 14:3-1.3(i) Tariffs states: If there is any inconsistency with this Chapter and a tariff, these rules shall govern, except if the tariff provides for more favorable treatment of customers than does this Chapter, in which case the tariff shall govern.

1.02 – Termination or Revision of Tariff

This Tariff is subject to the orders of the Board of Public Utilities of the State of New Jersey (hereinafter referred to as "Board" or "BPU"), effective as of this date or as may be promulgated and become legally effective in the future.

Gas Company reserves the right at all times and in any manner permitted by law and the applicable rules and regulations of the Board to terminate, change or modify by revision, amendment, supplement, or otherwise, this Tariff or any part thereof, or any revision, amendment or supplement thereto. All contracts for service are accepted subject to the above reservations.

1.03 – Agents

No representative or agent of Gas Company has the authority to modify, alter, or waive any provision contained in this Tariff or to bind Gas Company by any promise or representation thereto.

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Effective: Service Rendered
on and after ~~December 17,~~
~~2009~~xx2

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities

Dated ~~December 17, 2009~~xx3 in Docket No. ~~GR09030195~~xx4

ELIZABETHTOWN GAS
B. P. U. NO. ~~1415~~ – GAS

ORIGINAL SHEET NO.

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~~B. P. U. NO. 13 – GAS~~

ORIGINAL SHEET NO. 9

1.04 – Application of Tariff

Receipt of gas service from Gas Company makes the receiver a “Customer”, as defined in Section 2.01 hereof. However, Gas Company will not be required to continue to render service unless, if upon request of Gas Company, (a) Customer makes, or has made, an application for service in accordance with the Standard Terms and Conditions set forth herein and (b) such application is accepted by Gas Company in accordance with the terms of said Standard Terms and Conditions.

Service furnished by Gas Company prior to its acceptance of Customer's application shall, nevertheless, be charged for at the rates contained in the applicable service classification. The applicable service classification, in a case where more than one service classification might apply and Customer has failed to make a selection, shall be that service classification which in the sole judgement of Gas Company is most advantageous to Customer. (See Section 2.03)

1.05 – Inspection of Tariff

The tariff is available to all customers for public inspection in each office where applications for service may be made. The Tariff is also available for review or copying at the Company's website at www.Elizabethtowngas.com.

2. OBTAINING SERVICE

2.01 – Application for Service

An application for service may be made at any commercial office of Gas Company, either in person, by mail, by telephone, or by any other means made available by the Company. A written application form or agreement may be required from any person, firm, organization, partnership, corporation, or otherwise, applying for or using gas service (hereinafter referred to as “Customer”). If the Company requires a written application, the application may be subsequently submitted to the Customer for signature. There will be a \$15.00 administration charge to establish service to a new customer or re-establish service to an existing customer.

Applicant(s) may be required by the Gas Company to supply proof of identity and prior address. Any such requirement to provide proof of identity or prior address shall be in accordance with the provisions of N.J.A.C. 14:3-3.2 as may be amended or superseded.

Separate application may be required in each case where gas service is applied to the same person, firm, organization, partnership, corporation, or otherwise, at two or more non-contiguous properties. For purposes of applying these rates, service at each non-contiguous location shall be considered as service to a separate customer.

Date of Issue: ~~December 17, 2009~~xx1

Effective: Service Rendered
on and after ~~December 17, 2009~~
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520 Green Lane
Union, New Jersey 07083

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ELIZABETHTOWN GAS
 B. P. U. NO. ~~1415~~ – GAS
 CANCELLING
 B. P. U. NO. ~~13~~ – GAS

ORIGINAL SHEET NO.

ORIGINAL SHEET NO. 10

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Customer shall state, at the time of making application for service, the conditions under which service will be required. Customer may be required to sign an agreement covering special circumstances necessary for the supply of service in accordance with Customer's requirements. In the case in which the Customer signs a main and/or service extension agreement and subsequently does not install any of the indicated equipment within a reasonable time, not to exceed one year, or purchase the requested quantities of gas, the Company reserves the right to charge the customer for the full cost of providing the service and main, as applicable.

Gas Company reserves the right to place limitations on the amount and character of gas service it will supply; to refuse service to new Customers or to existing Customers for additional load, if unable to obtain the necessary equipment and facilities to supply such service; to reject applications for service or additional service where such service is not available or where such service might affect the supply of gas to other Customers; or for other good and sufficient reasons.

2.02 – Form of Application

Standard applications or agreements to supply gas service shall be in accordance with the particular service classification. Agreements for longer term than that specified in the service classification may be required where large or special investment is necessary to supply service, where special facilities are required to serve a Customer, or where the hourly capacity of the Gas Company's facilities required to serve the customer's demand, in the opinion of the Gas Company, may be out of proportion to the monthly or annual use of gas service for occasional, intermittent, or low load factor purposes. Gas Company reserves the right to require contributions towards the investment required for such service and to establish such minimum charges and facilities charges as may be equitable under the circumstances involved.

2.03 – Selection of Rate

Gas Company will assist in the selection of the available rate which is most desirable from the standpoint of Customer. However, the responsibility for making the selection shall, at all times, rest with Customer. Any advice given by Gas Company will be based on Customer's statements.

Customer may request Gas Company to change the service classification under which they are billed. However, Gas Company shall not be obligated to make such a change more than once in 12 calendar months even though Customer may qualify for service under more than one service classification.

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Effective: Service Rendered
 on and after ~~December 17,~~
~~2009xx2~~

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 520 Green Lane
 Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities

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ELIZABETHTOWN GAS
B. P. U. NO. ~~14-15~~– GAS

ORIGINAL SHEET NO.

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~~B. P. U. NO. 13~~– GAS

ORIGINAL SHEET NO. 11

2.04 – Deposit and Guarantee

Where an applicant's credit is not established, where the credit of a Customer with Gas Company has become impaired, or where Gas Company deems it necessary for other reasons, a deposit or other guarantee satisfactory to Gas Company may be required as security for the payment of future and final bills for gas service and other charges resulting from the rendering of gas service before Gas Company will commence or continue to render service. Service shall not be discontinued for failure to make such deposit, unless said deposit had been included on prior bills, or notices to the customer. All requests for deposits shall be in accordance with N.J.A.C. 14:3-3.4.

All deposits shall bear simple interest at the rate equal to the average yield on new six-month Treasury Bills for the twelve month period ending each September 30 and shall be paid by the utility on all deposits held by it. Said rate shall become effective on January 1 of the following year. The Board shall perform the annual calculation to determine the applicable interest rate and shall notify the Gas Company of said rate.

Interest accrued from deposits for Residential Service accounts shall be credited to Customer's bill, unless the Customer requests a separate check, at least once during a 12-month period for such service rendered or to be rendered. Customers not purchasing gas under the Residential Service classification will be refunded interest accrued from their service deposit at the time that the deposit is refunded to the Customer. A deposit shall bear interest until it is returned or applied to an outstanding balance.

Gas Company shall review a residential customer's account at least once every year and non-residential customer's account at least once every two years and if such review indicates that a customer has established good credit, the Gas Company will apply the deposit to the outstanding balance on the customers' account, unless the Customer requests a separate check.

Gas Company reserves the right to apply a deposit, plus accrued interest on said deposit, against unpaid bills for service or other charges resulting from the rendering of gas service. If such action is taken and the customer continues to receive gas service the Customer shall be required to restore the deposit to the original amount or such other reasonable amount as Gas Company may determine. If the account is closed only the remaining balance will be refunded.

Gas Company shall have a reasonable time in which to read meters and to ascertain that all the obligations of Customer have been fully performed before being required to refund any deposit, in accordance with N.J.A.C. 14:3-3.5.

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ELIZABETHTOWN GAS
B. P. U. NO. ~~14-15~~ – GAS

ORIGINAL SHEET NO.

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~~B. P. U. NO. 13~~ – GAS

ORIGINAL SHEET NO. 12

2.05 – Planning Area Certification for Extensions

The Gas Company, prior to accepting application for new or upgraded gas service, will determine the planning area in which service is being requested. Such planning areas are as designated by the New Jersey State Planning Commission in accordance with N.J.A.C. 5:85-1.4.

A deposit or contribution in aid of construction may be required towards the Cost of installing an Extension, as set forth in Section 3 of these Standard Terms and Conditions.

2.06 – Permits

The Gas Company shall obtain or cause to be obtained all easements, licenses or permits necessary to enable the Gas Company or its agents access to connect its mains to the Customer's equipment. This shall be construed to mean all permits and certificates, municipal or otherwise, required by law or the Gas Company's rules. The Gas Company shall not be obliged to furnish service unless and until such permits, instruments, consents and certificates shall have been delivered to the Company. The Company reserves the right to require that Customer obtain or cause to be obtained all easements, licenses, or permits necessary to enable the Company or its agents access to connect its mains to the Customer's equipment.

The Customer may be responsible for payment of the amount by which such easements, licenses or permit fees exceeds \$15.00. Payment shall be made prior to the Company filing for said documents.

By making application for service, Customer grants to Gas Company a right-of-way for its lines and other facilities, across, over, under or along the property owned or controlled by Customer, to the extent that the same is necessary to enable Gas Company to render service to premises.

2.07 – Temporary Service

Where service is to be used for a limited period, the use of the service shall be classified as temporary and Customer shall be required to assume the actual cost of the facilities required to furnish service and also their connection and removal, which shall not be less than twice the minimum charge per month for residential service. The minimum period for billing of gas consumption shall be one (1) month. Temporary service will be furnished only where Gas Company's facilities are suitable and quantity of gas is available without in any way interfering with other Customers of Gas Company.

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ORIGINAL SHEET NO.

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FIRST REVISED SHEET NO. 13

2.08 – Authorization to Turn On Gas to the Meter

Only duly authorized employees or agents of Gas Company shall be permitted to turn on gas.

3. EXTENSIONS OF MAINS AND/OR SERVICE LINES

3.01 – Definitions and General Provisions

The following definitions shall apply when referring to Extensions:

Applicant For An Extension – means a person that has applied to the appropriate regulated entity, as defined in the N.J.A.C. 14:3-1.1 for construction of an Extension, as defined at N.J.A.C. 14:3-8.2 hereinafter referred to as Applicant.

Distribution Revenue – means the total revenue, plus related Sales and Use Tax, collected by a regulated entity from a Customer, minus, for a gas public utility as defined at N.J.A.C. 14:4-1.2, the Basic Gas Supply Service charges, plus related Sales and Use Tax on the Basic Gas Supply Service, assessed in accordance with the gas public utility's tariff. As applied to Extensions and/or upgrades, the Distribution Revenue shall be the incremental initial or actual total annual billings, as determined by the Gas Company, derived from the Applicant's and/or existing Customer's applicable Service Classification minus the Basic Gas Supply Service.

Extension – means the construction or installation of plant and/or facilities to convey service from existing or new plant and/or facilities to one or more new Customers, and also means the plant and/or facilities themselves. This term includes all plant and/or facilities for transmission and/or distribution, whether located overhead or underground, on a public street or right-of-way, or on a private property or private right-of-way, including the wire, poles or supports, cable, pipe, conduit or other means of conveying service from existing plant and/or facilities to each unit or structure to be served. For gas service, an Extension begins at the existing infrastructure, using system design standards as determined by the Gas Company, and ends at the meter, whose placement and location is determined solely by the Gas Company, and includes the meter as well as any upgrades to the existing infrastructure to serve one or more new and/or existing Customers.

Cost – means, with respect to the cost of construction of an Extension, actual and/or unitized expenses incurred for materials and labor (including both internal and external labor) employed in the design, purchase, construction, and/or installation of the Extension, including overhead directly attributable to the work, as well as overrides or loading factors such as those for mapping and design. The term does not include expenses for clerical, dispatching, supervision, or general office functions. Costs shall be determined by the Gas Company and shall include all Costs inclusive of items such as upgrades to the existing infrastructure as well as tax gross ups, inclusive of the applicable bonus depreciation credits per the Tax Reform Act of 1986, for contributions in aid of construction.

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ORIGINAL SHEET NO.

~~CANCELLING~~

~~B. P. U. NO. 13 – GAS~~

SECOND REVISED SHEET NO. 14

The Gas Company will construct, own, and maintain gas mains, services, meters and other appurtenances located before the premise side of the meter. Payments of monthly charges, deposits and/or a contribution in aid of construction shall not give the Applicant, existing Customer and/or depositor any interest in the facilities, the ownership being vested exclusively with the Gas Company.

Upon receipt of an application for service, the Company, in its sole discretion, will determine if a deposit or contribution in aid of construction is required based on the Applicant and/or existing Customer's location, service requirements, investment allowances and Costs. The allowances will be determined based on the equipment the Applicant and/or existing Customer represents will be installed as well as the intended hours of operation. The Costs will be based upon normal conditions and service offerings. Such Costs may be increased for unusual Customer requirements or unforeseen conditions, such as excessive rock or other unknown conditions found during excavation. In such cases, the Gas Company may require an additional deposit and/or contribution in aid of construction.

The deposit amount shall be subject to refund, if applicable, as outlined below, except that refunds shall be a function of the Distribution Revenue generated over a pre-determined base. In addition, a contribution in aid of construction may be required for Company approved Customer requests and/or required services above standard services such as those described in Sections 5.03 and 7.02 of this tariff or requests to place a meter at a location other than that designated by the Gas Company. In lieu of a deposit and/or contribution in aid of construction, the parties may agree upon a revenue guarantee.

3.02 – Charges for Extensions

1) Residential, Firm Commercial or Firm Industrial Extensions

The Gas Company will install Extensions to serve individual permanent Applicants and/or existing Customers free of charge where the Cost of such Extensions does not exceed ten (10) times the estimated annual Distribution Revenue to be realized from such Extensions. Deposits shall be calculated as the difference between the Extension Costs and the initial Distribution Revenue times ten (10). However, the Company will waive the required deposit if it is less than \$500.

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ORIGINAL SHEET NO.

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~~B. P. U. NO. 13 – GAS~~

SECOND REVISED SHEET NO. 15

The required deposit shall be delivered to the Gas Company and remain, without interest, in the possession of Gas Company until such time as the actual Distribution Revenue from the particular Extension in an annual period, as measured from the month service begins for residential Customers and the month in which the deposit was received for all other Customers, exceeds the higher of the initial estimated and/or subsequent years highest actual Distribution Revenue. At such time any such excess shall be refunded to the depositor, on a ten (10) to one (1) basis times the tax gross up factor used when the deposit was taken. Refunds made in succeeding years will be computed as above until such time as accumulated refunds are equal to, but not in excess of the sum deposited. All deposits not returned to the Customer within a period of ten (10) years shall remain the property of Gas Company with no further obligation of refund.

2) Land Development Extensions

Where applications for Extensions into newly developed tracts of land are made by individuals, partnerships, or corporations interested in the development and sale of land and or building of structures but not as ultimate occupants, the Gas Company may require a deposit from the Applicant covering the entire Cost of installing the Extensions necessary to serve the tracts and/or structures.

Such Extension deposits are to be returned to the depositor, without interest, if during a ten (10) year period from the date of the original deposit, when and as new structures abutting on such Extensions are completed. Completion shall mean either the facilities gas equipment is installed and in full use for the foreseeable future, and/or the dwellings are occupied by bona-fide owners or responsible tenants who have entered into an agreement for use of service. Upon such completion, there shall be returned to the depositor an amount equal to ten (10) times the estimated annual or actual Distribution Revenue for each of the dwellings as described above times the tax gross up factor used when the deposit was taken. In subsequent years the refund shall be based on the higher of the initial estimated and/or subsequent years highest actual Distribution Revenue on a combined basis for each unit computed as above on a ten (10) to one (1) basis times the tax gross up factor used when the deposit was taken. In no event shall more than the original deposit be returned to the depositor. All deposits not returned to the Applicant within the ten (10) year period shall remain the property of Gas Company with no further obligation of refund.

3) Interruptible and Alternate Fuel Extensions

The Gas Company reserves the right to require any interruptible or alternate fuel Customer to contribute an amount equal to the entire cost of any new or upgraded facilities required to supply service. The Gas Company is under no obligation to refund any of the contribution but reserves the right in its sole judgment to do so where economics and revenue conditions warrant said action.

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B. P. U. NO. ~~4415~~ – GAS

ORIGINAL SHEET NO.

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~~B. P. U. NO. 13 – GAS~~

~~FIRST REVISED SHEET NO. 16~~

4. SERVICE CONNECTIONS

4.01 – General

Subject to the provisions of the Extensions of Mains and/or Service Lines section of this tariff, gas service will normally be supplied to each premise through a single service pipe, except where, in the judgment of Gas Company, it is deemed desirable to install more than one service pipe. The Gas Company may also choose to install multiple meters on one service pipe providing service to several premises. If more than one service is installed for the convenience of the Customer, each location will be considered as a separate Customer. In addition, at its expense and option, the Company may include a “customer valve” on the premise side of the meter on new, existing and/or re-established existing services. The ownership of the valve will be transferred to the Customer upon gas flowing through the valve.

4.02 – Change in Existing Installations

Any change in the location of the existing service pipe or meter set requested by Customer and approved by Gas Company shall be made at the expense of Customer. The Gas Company reserves the right to change the location of an existing service pipe or meter set to a placement and location determined solely by the Gas Company upon giving the Customer ten (10) days notice, unless it is done as part of an unforeseen repair or an upgrade to the main. The Gas Company shall bear all costs related to such changes including re-connecting pipes to the premise side of the meter and appurtenances related to any meter reading devices.

5. METERS AND ASSOCIATED EQUIPMENT

5.01 – General

Subject to the provisions of the Extensions of Mains and/or Service Lines section of this tariff, the Gas Company will furnish, install and maintain meters for each premise and/or service. In addition where appropriate, when a Customer has two or more service classifications, the Customer will have separate meters.

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AVAILABLE FOR FUTURE USE

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ORIGINAL SHEET NO.

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~~B. P. U. NO. 13 – GAS~~

ORIGINAL SHEET NO. 18

Where more than one meter is installed in a premise, the readings of all such meters supplying a Customer under the same service classification may be combined for billing purposes. The Customer may be charged a monthly service charge for each meter even if said meters are combined for billing purposes.

5.02 - Customer's Responsibility

Customer shall provide and maintain, without charge to Gas Company, a suitable space for the metering and associated equipment. Such space shall be as near as practicable to the point of entrance of the service pipe, adequately ventilated, dry, free from corrosive vapors, not subject to extreme temperatures, free from appreciable vibrations or any other conditions that may impact the meter as well as being readily accessible to authorized employees or agents of Gas Company. In apartment houses, office buildings, townhouses or condominiums with multiple service, all meters shall, whenever possible, be grouped together. Adequate passageway, maintained free of obstacles and unsafe and hazardous conditions, shall be provided at all times.

Customer shall not tamper with or remove meters or other equipment or permit access thereto, except by authorized employees or agents of Gas Company.

With the exception of the "customer valve" on the premise side of the meter, when installed (see 4.01), all equipment furnished by the Gas Company shall remain its property and may be replaced whenever deemed necessary by the Gas Company or as required by the Board and may be removed by Gas Company at any time after discontinuance of service.

In case of loss or damage from the act or negligence of Customer or ~~his~~ the Customer's agents, employees and or contractors, or of failure to return property supplied by Gas Company, Customer shall pay to Gas Company the value of such property.

5.03 – Automatic Meter Reading Equipment (AMR)

The Company in its sole discretion may install, at its expense, an AMR device to monitor a customer's gas consumption. However, when gas is to be delivered at a pressure in excess of the Company's standard gauge pressure noted in Section 7.02, or such equipment is required by the service classification under which the customer will receive service, the Company shall determine any necessary equipment inclusive of compensating and AMR devices to be installed at the customer's expense. When such devices require attachment to telephone and/or electric utilities, the Customer shall provide and pay for suitable connections unless the Company elects to make such connections. When an AMR device is requested by the Customer, the AMR device and any necessary appurtenances shall be installed at the Customer's expense if the installation is deemed feasible by the Company. Where feasible, the Company will make data from the AMR device or other equipment available to the Customer upon the signing of a Service Agreement.

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ORIGINAL SHEET NO.

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~~B. P. U. NO. 13 – GAS~~

ORIGINAL SHEET NO. 19

Payments made by the Customer shall not give the Customer ownership of the equipment. All equipment remains the sole property of the Company. Installation of an AMR does not relieve the customer of the obligations of Sections 5.02 or 9.

6. CUSTOMER'S INSTALLATION

6.01 – General

No material change in the size, total capacity, or method of operation of Customer's equipment shall be made without previous written notice to the Gas Company and subsequent approval by the Gas Company.

The Gas Company will assume no responsibility for the condition of Customer's gas installation or for accidents, fires, or failures which may occur as the result of the condition of such gas installation.

Neither by inspection or non-rejection, nor in any other way, does the Gas Company give any warranty, expressed or implied, as to the adequacy, safety, or other characteristics of any structure, equipment, wires, pipes, appliances, or devices used by the customer.

Gas Company shall not be liable for damages to the Customer's equipment or injuries sustained by Customer due to the condition or character of Customer's facilities and equipment. The Gas Company will not be responsible for the use, care or handling of the gas delivered to Customer after same passes beyond the point at which the Company's service facilities connect to the customer's facility. Gas Company also shall not be liable for any claim for damage resulting from the supply, use, care or handling of the gas or from the presence or operation of the Company's structures, equipment, pipes or devices except for direct damages resulting from the Gas Company's negligence, recklessness or willful misconduct. The Gas Company will not be liable for special or consequential damages.

6.02 – Equipment, Piping and Installation

Customer appliances, piping and installations shall be made and maintained in accordance with the standards and specifications set forth in American National Standard, National Fuel Gas Code, ANSI Z223.1, and such other regulations as may be promulgated from time to time by any governmental agency having jurisdiction over the Customer's installation.

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ORIGINAL SHEET NO.

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~~B. P. U. NO. 13 – GAS~~

ORIGINAL SHEET NO. 20

6.03 – Back Pressure and Suction

When the nature of Customer's gas equipment is such that it may cause back pressure or suction in the piping system, meters, or other associated equipment of Gas Company, suitable protective devices, subject to inspection and approval by Gas Company, shall be furnished, installed, and maintained by Customer.

6.04 – Adequacy and Safety of Installation

Gas Company shall not be required to supply gas service until Customer's installation has been approved by the authorities, if any, having jurisdiction, and Gas Company further reserves the right to withhold its service or to discontinue its service whenever such installation, or part thereof, is deemed by Gas Company to be unsafe, inadequate or unsuitable for receiving service, to interfere with or impair the continuity or quality of service to Customer or others, or for other good and sufficient reason.

7. METER READINGS AND BILLING

7.01 – General

Gas Company will select the type and make of metering equipment and may, from time to time, change or alter such equipment. It shall be the obligation of Gas Company to supply meters that will accurately and adequately furnish records for billing purposes. Bills will be based upon registration of Gas Company meters, except as otherwise provided for herein.

At such time as Gas Company may deem proper or as the Board may require, Gas Company will test its meters in accordance with the standards and bases prescribed by the Board. The performance of a test outside of these standards is at the Company's option. Any customer requesting such a meter test more than once in a twelve (12) month period shall be charged all related costs to test the equipment, inclusive but not limited to time and material costs with overhead factors for the second and subsequent tests. In the event of a dispute the Gas Company's meter will be presumed to be correct, subject to test results in accordance with N.J.A.C. 14:3-4.5 and 14:3-4.6.

7.02 – Correction for Pressure and/or Temperature

For purposes of measurement, a cubic foot of gas is that volume occupying one cubic foot (12" x 12" x 12") at the Company's standard gauge pressure of five (5) inches water column and at a temperature of 60°F.

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ORIGINAL SHEET NO.

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~~B. P. U. NO. 13 – GAS~~

ORIGINAL SHEET NO. 21

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In any case where Gas Company measures or the Customer has requested that the gas delivered is at a pressure greater than five (5) inches of water column or at temperatures other than 60° F, the cubic feet of gas registered by the meter shall be subject to correction for billing purposes by the application of proper correction factors or by the use of pressure and/or temperature compensating devices, see 5.03.

7.03 – Therm Conversion Factor

Meter readings of Customers shall be converted from cubic feet to therms by applying a therm conversion factor. A therm is defined as a unit of heat energy equal to 100,000 British Thermal Units (B.T.U.'s). For billing purposes, the customer's gas usage in cubic feet will be converted to therms using a therm conversion factor representing the actual weighted average BTU value per 100 cubic feet of gas that was delivered into the Company's system in the second preceding calendar month as adjusted to a dry basis as reported each month to the Board in accordance with N.J.A.C. 14:6-3.2. This therm conversion factor expressed to precision of at least three decimal places, shall be applied in calculating bills on a service rendered basis. The Gas Company may at its option, upon 30 days notice to the Board and the New Jersey Department of the Public Advocate, Division of Rate Counsel ("Rate Counsel or RC"), modify the calendar period used in determining the BTU factor, if it is modified toward or at a period closer to that of the Customer billing periods. In that event, the Company's reports to the Board concerning the BTU value of gas delivered into the Company's system shall contain sufficient detail to allow the Board to review the Company's calculation of therm conversion factors.

7.04 – Billing Period

Unless otherwise specified, the charges in this Tariff are stated on a "monthly" basis. The term "month" for billing purposes, shall mean a period of thirty (30) days.

Bills for service furnished will normally be rendered monthly. However, the Company reserves the right to bill bi-monthly. Gas Company also expressly reserves the right to render to any Customer bills based on meter reading periods which may be shorter than a month. Such bills will be prorated as provided in Section 7.05 hereof and are due as provided in Section 7.10 hereof.

7.05 – Proration of Monthly Charges

Except for temporary service accounts, the monthly charges for all initial bills, all final bills, and all bills for periods longer than five (5) days more, or shorter than five (5) days less, than the regular monthly billing period shall be prorated on the basis of a thirty-day month or the actual number of days in the billing period. For temporary service accounts, the minimum billing period for billing purposes shall be one month.

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B. P. U. NO. ~~4415~~ – GAS

ORIGINAL SHEET NO.

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~~B. P. U. NO. 13 – GAS~~

ORIGINAL SHEET NO. 22

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7.06 – Estimated Bills and Discontinuance of Service for Excessive Estimated Reads

Where Gas Company is unable for any reason to read the meter, Gas Company reserves the right to estimate the amount of gas supplied based upon past usage and other information available and submit a bill determined on that basis. Such a bill shall be marked as to the fact that it is an estimated bill. During the summer period (defined here as May 15th through September 15th) the Gas Company may suspend the reading of manually read meters when the Company determines such suspension is necessary to permit the Company to redirect its work force to higher priority projects, provided, however, that the Company may not suspend meter readings for any individual customer for four (4) or more consecutive billing periods (monthly accounts) or two (2) or more consecutive billing periods (bimonthly and quarterly accounts). During such time the accounts will be billed based on estimated usage. Adjustment of Customer's estimated use to actual use shall be made when an actual reading is next obtained. Notwithstanding the above, the Gas Company reserves the right to discontinue gas service when a meter reading is not obtained in accordance with N.J.A.C. 14:3-7.2 ~~f~~(e)(3) which states "When a utility estimates an account for four consecutive billing periods (monthly accounts), or two consecutive billing periods (bimonthly and quarterly accounts), the utility shall mail a notice marked "Important Notice" to the customer on the fifth and seventh months, respectively, explaining that a meter reading must be obtained and said notice shall explain the penalty for failure to complete an actual meter reading. After all reasonable means to obtain a meter reading have been exhausted, including, but not limited to, offering to schedule meter readings for evenings and on weekends, the utility may discontinue service provided at least eight months have passed since the last meter reading was obtained, the Board has been so notified and the customer has been properly notified by prior mailing. If service is discontinued and subsequently restored, the utility may charge a reconnection charge equal to the reconnection charge for restoring service after discontinuance for nonpayment."

7.07 – Billing Adjustments Due to Inaccurate Meter Recordings

When it is determined that the Gas Company's meter is inaccurate or defective, the use of gas service shall be determined by a test of the meter, or by registration of the meter set in its place during the period next following, or after due consideration of previous or subsequent properly measured deliveries. Whenever a meter is found to be registering fast by more than 2% an adjustment of charges shall be made in accordance with the provisions of N.J.A.C. 14:3-4.6.

If a meter is found to be registering less than 100% of the service provided, the Gas Company shall not adjust the charges retrospectively and/or require the Customer to repay the amount undercharged except if: 1) the meter was tampered with; 2) the meter failed to register at all; or 3) the circumstances are such that the Customer should reasonably have known that the bill did

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ORIGINAL SHEET NO.

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~~B. P. U. NO. 13 – GAS~~

FIRST REVISED SHEET NO. 23

not reflect the actual usage. In rebilling a Customer under such conditions the Gas Company may, per its determination, utilize previous or subsequent properly measured deliveries, perform a load analysis and/or a degree day analysis to estimate the usage. The Gas Company shall allow the customer to make payment over a period of time equal to that during which the undercharges occurred, in accordance with N.J.A.C. 14:3-4.6(f).

Any adjustment to the Customer's account resulting from the terms in this section will be billed or applied to the account as the case may be. If the adjustment results in a credit, such amount may be refunded upon request by the Customer, in lieu of bill credit, in accordance with N.J.A.C. 14:3-4.6, as may be amended or superseded.

7.08 – Separate Billing for Each Installation

The service classifications are based upon the rendering of service through a single delivery and metering point. Service rendered to the same Customer at other points of delivery shall be separately metered and billed, except as provided in Section 5.01 hereof.

7.09 – Sale for Resale of Gas Service and Sub-Metering

1. General

Gas service supplied by the Company shall not be resold by Customer to others except where the Customer is another publicly regulated gas utility, where the gas is used for conversion to Compressed Natural Gas ("CNG"), or the customer of record is sub-metering in accordance with the conditions set forth below.

2. Sub-Metering

- a. Gas sub-metering is the practice in which a customer of record of the Gas Company, through the use of direct metering devices, monitors, evaluates or measures the customer of record's own utility consumption or the consumption of a tenant for accounting or conservation purposes.

Gas sub-meters are devices that measure the volume of gas being delivered to particular locations in a system after measurement by a Company owned meter.

- b. If the customer of record charges the tenant for the usage incurred by the tenant, the sum of such charge(s) to the tenant shall not exceed the cost incurred by the customer of record for providing gas service, including reasonable administrative expenses. Further, the sum of such charge(s) to the tenant shall not exceed the amount the utility would have charged such tenant if the tenant had been served and billed by the Company directly. The reselling of sub-metering gas service for profit is prohibited.

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Effective: Service Rendered
on and after ~~August 1, 2014xx2~~

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities
Dated ~~July 23, 2014xx3~~ in Docket No. ~~GT13080785xx4~~

ELIZABETHTOWN GAS
B. P. U. NO. ~~4415~~ – GAS

ORIGINAL SHEET NO.

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~~B. P. U. NO. 13 – GAS~~

FIRST REVISED SHEET NO. 24

- c. Gas sub-metering, in accordance with the conditions described hereinabove, is permitted in new or existing buildings or premises where the basic characteristic of use is industrial or commercial. Gas sub-metering is not permitted in existing buildings or premises where the basic characteristic of use is residential except where such buildings or premises are publicly financed or government owned or are charitable in nature or are condominiums or cooperative housing.
- d. The customer of record shall contact the Company prior to the installation of any gas sub-metering device, in order to ascertain whether the affected premises is located within a low pressure portion of the Company's supply system and whether or not the installation of a gas check metering device will cause any significant pressure drop to the affected premises.
- e. All gas consuming devices in any unit must be metered through a single gas sub- meter.

7.10 – Payment of Bills

At least 15 days' time for payment shall be allowed after the date a bill is mailed. Bills are payable at any commercial office at Gas Company or at any duly authorized collection agency or by mail or any other means made available by the Company. The Gas Company may discontinue service for nonpayment of bills provided the amount is greater than \$100 and or more than three (3) months delinquent and it gives the customer at least 10 days' written notice of its intention to discontinue service. The notice of discontinuance shall not be mailed until the expiration of the said initial 15-day period. However, in cases of fraud, illegal use, or when it is clearly indicated that the customer is preparing to leave, immediate payment of accounts may be required. The Gas Company reserves the right to request wire transfer of funds for payment of bills when the Company reasonably determines that payment by wire transfer is required.

A late payment charge equal to one-twelfth of the lower of 18% or the highest rate allowed by law shall be applied to the monthly billing for all non-residential customers. However, service to a governmental entity will not be subject to a late payment charge. Per Section 14:3-7.1† (e) of the N.J.A.C., the utility shall not apply a late payment charge sooner than twenty five (25) days after a bill is rendered. Therefore, the Company may, beginning on the twenty-sixth (26th) day after rendering a bill, assess late payment charges. The charge will be applied to all amounts previously billed including late payment charges and accounts payable that are not received by Elizabethtown Gas within the days specified above. The amount of the late payment charge to be added to the unpaid balance shall be calculated by multiplying the unpaid balance by the late charge rate. When payment is received by the Company from a Customer who has an unpaid balance which includes charges for late payment, the Customer's payment shall be applied first to such late payment charges and then the remainder to the unpaid balance.

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520 Green Lane
Union, New Jersey 07083

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ORIGINAL SHEET NO.

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~~B. P. U. NO. 13 – GAS~~

ORIGINAL SHEET NO. 25

7.11 – Reimbursement of Expense for Processing Uncollectible Checks

A charge of ~~\$10.00~~15.00 will be made to reimburse the Company for the expense of processing customer checks which are returned by the Company's bank as uncollectible. A charge of \$8.00 will be made to reimburse the Company for the expense of processing customer checks that are re-submitted and again returned by the Company's bank as uncollectible.

7.12 – Beginning and Ending Service

Any Customer starting the use of service without making application for service and enabling Gas Company to read the meter will be held liable for any amount due for service supplied to the premises from the last reading of the meter immediately preceding ~~his~~the Customer's occupancy, as shown by the records of Gas Company.

Customers shall give reasonable notice of intended removal from any premises wherein they are receiving gas service. Customer shall be liable for service taken after notice of termination has been received by the Company until such time as the meter is read and disconnected, not to exceed forty-eight (48) hours. Notice to discontinue service does not relieve a Customer from any minimum or guaranteed payment under any service classification or contract.

7.13 – Budget Plan

Heating Customers billed under Service Classification RDS have the option of paying for their use of total service in equal estimated monthly installments as set forth in the applicable Gas Company's House Heat Budget Plan. The Company may offer a budget plan to all classes of Customers.

8. LEAKAGE

Customer shall immediately give notice to Gas Company of any escape of gas in or about Customer's premises.

9. ACCESS TO PREMISES

Properly identified employees or agents of Gas Company shall have access to Customer's premises at all reasonable times for any and all necessary purposes in connection with the rendering of service or the removal of its property.

10. RIGHT TO SUSPEND, CURTAIL, OR DISCONTINUE SERVICE

Gas Company shall have, upon reasonable notice, when it can be reasonably given, the right to suspend, curtail or discontinue its service for any of the following reasons:

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520 Green Lane
Union, New Jersey 07083

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Dated ~~December 17, 2009~~xx3 in Docket No. ~~GR09030195~~xx4

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B. P. U. NO. 4415 – GAS

ORIGINAL SHEET NO.

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ORIGINAL SHEET NO. 26

- (1) For the purpose of making repairs, changes, replacements, or improvements in any part of its system.
- (2) For compliance in good faith with any governmental order or directive, whether federal, state, municipal, or otherwise, notwithstanding such order or directive subsequently may be held to be invalid.
- (3) For any of the following act(s) or omission(s) on the part of Customer:
 - a. Non-payment of a valid bill due for service furnished at the present or any previous locations. However, nonpayment for business service shall not be a reason for discontinuance of residential service.
 - b. Tampering with any facility of Gas Company.
 - c. Fraudulent representation in relation to the use of gas service.
 - d. Customer moving from the premises unless the Customer requests that service be continued.
 - e. Delivering gas service to others without written approval of Gas Company except as permitted under 7.09 – Sale for Resale of Gas Service, Check Metering and Sub-metering.
 - f. Failure to make or increase an advance payment or deposit when requested by Gas Company.
 - g. Refusal to contract for service where such contract is required.
 - h. Connecting and operating equipment in such a manner as to produce disturbing effects on the gas system of Gas Company or on systems of other Customers.
 - i. Failure to comply with any of these Standard Terms and Conditions.
 - j. Where the conditions of Customer's installation or facilities presents a hazard to life or property.
 - k. Failure of Customer to repair any faulty facility of Customer.
 - l. Failure to provide access to the meter to obtain a reading as permitted under 7.06 – Estimated Bills and Discontinuance of Service for Excessive Estimated Reads.

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~~2009xx2~~

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Dated ~~December 17, 2009xx3~~ in Docket No. ~~GR09030195xx4~~

ELIZABETHTOWN GAS
B. P. U. NO. ~~4415~~ – GAS

ORIGINAL SHEET NO.

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FIRST REVISED SHEET NO. 27

- (4) For refusal of reasonable access to Customer's premises for necessary purposes in connection with the rendering of service, including meter installation, reading or testing, or the maintenance or removal of the property of Gas Company.

Failure of Gas Company to exercise its rights to suspend, curtail or discontinue service, for any of the above reasons, shall not be deemed a waiver thereof.

Should gas service be terminated for any of the above reasons, the minimum charge for the unexpired portion of the term shall become due and payable immediately, provided, however, that if satisfactory arrangements are subsequently made by Customer for reconnection of the service, the immediate payment of the minimum charge for the unexpired portion of the contract term may be waived or modified as the circumstances indicate would be just and reasonable.

11. RECONNECTION AND TAMPERING CHARGES

11.01 – Reconnection and Collection Charges

A charge of \$15.00 shall be made when the Company makes a collection visit to the customer or the premises and/or to restore service when service has been suspended or discontinued for any of the reasons cited in Sections 10.(3), excepting 10.(3)d, and 10.(4) of these Standard Terms and Conditions. Recurring reconnection charges in any 12-month period shall be charged at the approved regular rates for customer service otherwise performed by Gas Company but not less than \$30.00.

A charge of \$200.00 may be made when service has been terminated for any of the reasons cited in Sections 10.(3), excepting 10.(3)d, and 10.(4), and which required the installation of a curb box for said termination.

11.02 – Tampering Charge

In the event it is established that a Company's meters or other equipment on the customer's premises have been tampered with, and such tampering results in incorrect measurement of the service supplied as determined by the Company, the cost for such gas service, based upon the Company's estimate from available data and not registered by the Company's meter, shall be paid by the beneficiary of such service. The beneficiary shall be any person who benefits from such tampering. The actual cost of investigation, inspection and determination of such tampering, and other costs, such as but not limited to the installation of protective equipment, legal fees, and other costs relating to the administrative, civil or criminal proceedings, shall be billed to the beneficiary of such tampering in the case of non-residential accounts. In the case of residential accounts, all such costs shall be billed to the responsible party. The responsible party shall be the party who

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Dated ~~December 17, 2009~~^{xx3} in Docket No. ~~GR09030195~~^{xx4}

ELIZABETHTOWN GAS
B. P. U. NO. 4415 – GAS

ORIGINAL SHEET NO.

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~~B. P. U. NO. 13 – GAS~~

ORIGINAL SHEET NO. 28

either tampered with or caused the tampering with a meter or other equipment or knowingly received the benefit to tampering by or caused by another. In the event a residential customer unknowingly received the benefit of meter or equipment tampering, the Company shall only seek from the benefiting customer the cost of the service provided but not the cost of investigation.

Under certain conditions, tampering with the Company's facilities may also be punishable by fine and/or imprisonment under New Jersey law.

11.03 – Diversion of Service

Diversion is an unauthorized connection to pipes and/or wiring by which the utility service registers on the tenant customers' meter although such service is being used by other than the tenant-customer of record without ~~his or her~~ the tenant-customer's knowledge or cooperation. Where a tenant-customer alleges or it is established that service has been diverted outside of such customers' premises, that tenant-customer shall not be required to pay for such service without ~~his or her~~ that tenant-customer's consent. The definitions, procedures, investigations and determination of N.J.A.C. 14:3-7.8 shall apply.

12. CONTINUITY OF SERVICE

Gas Company will use reasonable diligence to provide a regular and uninterrupted supply of service; but, should the supply be suspended, curtailed, or discontinued by Gas Company for any of the reasons set forth in Section 10 of these Standard Terms and Conditions or should the supply of service be interrupted, curtailed, deficient, defective, or fail, by reason of any act of God, accident, strike, legal process, governmental interference, acts of third parties, or by reason of compliance in good faith with any governmental order or directive, notwithstanding such order or directive subsequently may be held to be invalid, provided such reasons are not the product of the Company's negligence, or willful misconduct, Gas Company shall not be liable for any loss or damage, direct or consequential, resulting from any such suspension, discontinuance, interruption, curtailment, deficiency, defect, or failure.

Additionally, Gas Company may curtail or interrupt service to any customer or customers in the event of emergency threatening the integrity of its system or the systems to which it is directly or indirectly connected if, in its sole judgement, such action will prevent or alleviate the emergency condition.

13. LIMITATION OF SERVICE AVAILABILITY

Where the facilities of Gas Company and/or the quantity of gas available are restricted or limited, preference may be given by Gas Company in supplying service to customers giving consideration to such factors as 1) annual gas use, 2) volume of gas, 3) load factor, 4) end use of gas, 5) capital investment costs, and 6) number of appliances.

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ELIZABETHTOWN GAS
B. P. U. NO. ~~1415~~ – GAS
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~~B. P. U. NO. 13~~ – GAS

ORIGINAL SHEET NO.

ORIGINAL SHEET NO. 29

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14. CHARACTERISTICS OF SUPPLIED GAS

Type(s) of gas supplied:

1. Natural gas
2. Natural gas mixed with Propane-Air Gas and or Manufactured Gases and or Liquefied Natural Gas
3. In areas where natural gas service is not available, undiluted commercial grade propane gas distributed through Gas Company facilities and having a minimum heating value of 2,400 BTU per cubic foot.

15. GENERAL

15.01 – Inspection of Customer Facilities

Neither by inspection, approval nor non-rejection, nor in any other way does Gas Company give any guarantee or assume any responsibility, expressed or implied, as to the adequacy, safety, or characteristics of any structures, equipment, pipes, appliances, or devices owned, installed, or maintained by Customer or leased by Customer from third parties, except in those instances in which the above equipment or facilities are owned, or leased by Gas Company.

15.02 – Force Majeure

Neither Gas Company, Third Party Supplier, or Customer shall be liable for damages to the other for any act, omission, or circumstance occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, temporary failure of gas supply, temporary failure of firm transportation arrangements, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, acts of third parties, and any other cause, whether of the kind herein enumerated or otherwise, not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome.

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ELIZABETHTOWN GAS
B. P. U. NO. ~~1415~~ – GAS

ORIGINAL SHEET NO.

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~~CANCELLING~~

~~B. P. U. NO. 13 – GAS~~

ORIGINAL SHEET NO. 30

Such cause or contingencies affecting the performance by Gas Company, Third Party Supplier or Customer, however, shall not relieve it of liability in the event of its concurrent negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting performance relieve either party from its obligations to make payments of amounts then due hereunder in respect of gas theretofore delivered.

16. GAS CURTAILMENT PLAN

16.01- Purpose

The purpose of this plan is to preserve the ability to continue to provide essential gas services, as defined below, to the broadest base of customers given limited gas supply and/or delivery capacity.

16.02 - Definition of Essential Gas Users

Essential Gas Users are defined as gas service to individual residential dwellings, multi-family residential dwellings, schools, hospitals, day care centers, nursing homes, dormitories, correctional facilities, twenty-four hour emergency facilities such as municipal police, fire or emergency medical departments and similar facilities which do not have installed alternate fuel equipment and an alternate fuel supply.

16.03 – Actions Required Before Implementation of the Gas Curtailment Plan

The Gas Curtailment Plan will be implemented only after the Company has:

1. Exercised all of its rights to interrupt service to interruptible service classifications – ITS, IS, CS, CSI, as provided for in the Company's Tariff;
2. Availed itself of all cogeneration firm recall gas;
3. Interrupted SIS service, if being provided.

Nothing in the Gas Curtailment Plan shall inhibit the Company from managing and scheduling interruptions in service as covered above in a manner that it determines is appropriate to meet the conditions on its system. However, the Gas Curtailment Plan Action Steps will not go into effect until such time as all options available above have been exercised.

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ELIZABETHTOWN GAS
B. P. U. NO. ~~1415~~– GAS
~~CANCELLING~~
B. P. U. NO. ~~13~~– GAS

ORIGINAL SHEET NO.

ORIGINAL SHEET NO. 31

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16.04 – Curtailment Plan Action Steps

1. The Company shall request all transportation customers and their third party suppliers to maximize deliveries of gas into the Company's system and request excess deliveries be made available to the Company at a compensation price agreed to by the parties.
2. The Company shall reduce gas service to its own facilities to a minimum;
3. The Company shall appeal to firm large industrial and commercial customers to voluntarily reduce gas consumption;
4. The Company shall appeal to its general population of customers to reduce gas consumption by lowering thermostats 5° F, closing off unused rooms, reducing non-essential uses of gas – i.e., gas lights, clothes drying;
5. The Company shall declare the existence of a gas curtailment emergency on its system and notify the ~~New Jersey Board of Public Utilities~~BPU and other appropriate state agencies;
6. The Company shall seek emergency supplies from pipelines, suppliers and other gas companies;
7. The Company shall curtail service to all firm industrial services greater than 2,000 therms/day other than plant protection;
8. The Company shall curtail service to all firm industrial services less than 2,000 therms/day but greater than 500 therms/day other than plant protection;
9. The Company shall curtail non-essential firm commercial usage 500 therms/day or greater;
10. The Company shall curtail remaining non-essential commercial and industrial usage;
11. The Company shall curtail service for industrial plant protection;
12. The Company shall systematically curtail essential uses employing the Company's emergency plan.

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B. P. U. NO. ~~4415~~ – GAS

ORIGINAL SHEET NO.

~~CANCELLING~~

~~B. P. U. NO. 13 – GAS~~

ORIGINAL SHEET NO. 32

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16.05 – Appropriation of End User Transportation Gas

When a gas curtailment emergency is declared (Step 5 in Section 16.04 above), any third party transportation gas being delivered into the Company's system for end-use customers shall be appropriated by the Company to serve the priority of service under this curtailment plan. Customers and Third Party Suppliers whose gas is so appropriated shall be compensated for such gas at its replacement cost but not less than the equivalent price of #2 fuel oil and to the extent the customer's actual delivered service is curtailed, that customer shall receive curtailment credits equal to a proration of any fixed monthly service charge and demand charges to correspond to the amount of the curtailed service.

16.06 – Liability Exclusion

The declaration of a gas curtailment emergency shall constitute a force majeure condition under Section 15.02 of these Standard Terms and Conditions. Consequently, the Company shall not be liable for any damages, loss of product or other business losses suffered by customers as a result of curtailed gas service.

17. UNAUTHORIZED GAS USE

Unauthorized Use includes, but is not limited to, any volume of gas taken by Customer in excess of its maximum daily requirement as set forth in its Service Agreement with Gas Company or the quantity of gas allowed by Gas Company on any day for any reason, including as a result of a curtailment or interruption notice issued by the Company in accordance with its tariff and/or the Board of Public Utilities of the State of New Jersey or any other governmental agency having jurisdiction. A "day" shall be a period of twenty-four (24) consecutive hours, beginning as near as practical to 8 a.m., or as otherwise agreed upon by Customer and Gas Company.

The Company reserves the right to physically curtail the gas service to any Customer if, in the Company's sole judgement, such action is necessary to protect the operation of its system.

If a Customer uses gas after having been notified that gas is not available under their Service Classification, and or if applicable, uses gas in excess of the maximum daily quantity or requirements as established in the Service Agreement then unauthorized gas charges shall apply.

Furthermore, if a Third Party Supplier (TPS) fails to deliver gas in the quantities and or imbalance ranges specified in the TPS Service Classification then unauthorized gas charges shall apply to the TPS.

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ELIZABETHTOWN GAS
B. P. U. NO. ~~1415~~ – GAS

ORIGINAL SHEET NO.

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~~B. P. U. NO. 13~~ – GAS

ORIGINAL SHEET NO. 33

In addition to the above, the following conditions have been ordered by the ~~NJ~~BPU specifically related to Interruptible Customers and their suppliers: A Customer who fails to discontinue natural gas use, consistent with the terms and conditions of the relevant interruptible service agreements, and suppliers who fail to deliver natural gas during a critical period/OFO notice, consistent with the terms and conditions of applicable service agreements and TPS Agreements, shall be charged a penalty equal to the charges for Unauthorized Gas Use.

All Unauthorized Usage shall be billed at the higher of \$2.50 per therm or a rate equal to ten times the highest price of the daily ranges which are published in Gas Daily on the table "Daily Price Survey" for delivery in Transco Zone 6 or Texas Eastern Zone M-3. This rate shall not be lower than the maximum penalty charge for unauthorized daily overruns as provided for in the FERC-approved gas tariffs of the interstate pipelines which deliver gas into New Jersey. This is in addition to all applicable taxes, ~~and~~ charges ~~and assessments~~ of the Customer's service class.

Nothing herein shall be construed to prevent the Company from taking all lawful steps to stop the unauthorized use of gas by Customer, including disconnecting Customers service.

Such payment for unauthorized use shall not be deemed as giving Customer or TPS any rights to use such gas.

The Gas Company may, in its sole discretion, permanently discontinue service upon a finding by the Gas Company that the customer has not complied with the conditions and provisions of the tariff.

TPSs that have subscribed to Standby for their Essential Use Customers are not subject to Unauthorized Use Charges for volumes that are within the limits of their Standby Service but will be billed the Standby Rate determined at month end. Any revenues from ~~the assessment of penalties for~~ Unauthorized Gas Use penalty charges shall be credited to the BGSS.

All Unauthorized Use Charges applicable to transportation services will be billed to and payable by the TPS providing gas supply for such services. In the event a TPS fails to pay these charges, the customers of that TPS shall be billed directly by the Company for either: 1) their proportionate share, based on the Allocation of Supplies as set forth in the TPS service classification; or 2) their direct share identified through their non-compliance to Company directives to ease or curtail gas use.

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ORIGINAL SHEET NO.

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~~B. P. U. NO. 13 – GAS~~

FIRST REVISED SHEET NO. 34

18. NEW JERSEY SALES AND USE TAX

In accordance with P.L. 1997, c. 162 (the “energy tax reform statute”), as amended by P.L. 2016, c. 57 , provision for the New Jersey Sales and Use Tax (“SUT”) has been included in all charges applicable under this tariff by multiplying the charges that would apply before application of the SUT by the factor 1.06875. The energy tax reform statute exempts the following customers from the SUT provision, and when billed to such customers, the charges otherwise applicable under this tariff shall be reduced by the provision for the SUT included therein:

1. Franchised providers of utility services (gas, electricity, water, waste water and telecommunications services provided by local exchange carriers) within the State of New Jersey.
2. Cogenerators in operation, or which have filed an application for an operating permit or a construction permit and a certificate of operation in order to comply with air quality standards under P.L. 1954, c. 212 (C.26:2C-1 et seq.) with the New Jersey Department of Environmental Protection, on or before March 10, 1997.
3. Special contract customers for which a customer-specific tax classification was approved by a written Order of the ~~New Jersey Board of Public Utilities~~BPU prior to January 1, 1998.
4. Agencies or instrumentalities of the federal government.
5. International organizations of which the United States of America is a member.

In accordance with P.L. 2004, c. 65 “The Business Retention and Relocation Assistance Act” and subsequent amendment (P.L. 2005, c.374) exempts the following customers from the SUT provision, and when billed to such customers, the charges otherwise applicable shall be reduced by the provision for the SUT included therein:

1. A qualified business that employs at least 250 people within an enterprise zone, at least 50 % of whom are directly employed in a manufacturing process, for the exclusive use or consumption of such business within an enterprise zone.
2. A group of two or more persons:
 - a. Each of which is a qualified business that are all located within a single redevelopment area adopted pursuant to the “Local Redevelopment and Housing Law,” P.L.1992, c.79 (C.40A:12A-1 et seq.);

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xx2

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Union, New Jersey 07083

Filed Pursuant to ~~Order of the Board of Public Utilities~~Sales & Use Tax Decrease
~~Per P.L. 2016, c. 57~~Dated xx3 in Docket No. ~~ER16111054~~xx4

ELIZABETHTOWN GAS
B. P. U. NO. ~~4415~~ – GAS

ORIGINAL SHEET NO.

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~~B. P. U. NO. 13 – GAS~~

FIRST REVISED SHEET NO. 35

- b. That collectively employ at least 250 people within an enterprise zone, at least 50% of whom are directly employed in a manufacturing process;
- c. Are each engaged in a vertically integrated business, evidenced by the manufacture and distribution of a product or family of products that, when taken together, are primarily used, packaged and sold as a single product; and
- d. Collectively use the energy and utility service for the exclusive use or consumption of each of the persons that comprise a group within an enterprise zone.
3. A business facility located within a county that is designated for the 50% tax exemption under Section 1 of P.L.1993, c.373 (C.54:32B-8.45) provided that the business certifies that it employs at least 50 people at that facility, at least 50% of whom are directly employed in a manufacturing process, and provided that the energy and utility services are consumed exclusively at that facility.

A business that meets the requirements in (1), (2) or (3) above shall not be provided the exemption described in this section until it has complied with such requirements for obtaining the exemption as may be provided pursuant to P.L.1983, c.303 (C.52:27H-60 et seq.) and P.L.1966, c.30 (C.54:32B-1 et seq.) and the Company has received a sales tax exemption letter issued by the New Jersey Department of Treasury, Division of Taxation.

~~19. ASSESSMENTS~~

~~All assessments, exclusive of Sales and Use Tax noted under Section 18.00 levied by the State of New Jersey or its Agencies will be passed on to those service classifications and/or customers to which it applies. If the levy is on a percentage basis it will be passed on using a similar percentage, if it is a gross dollar amount it will be assessed to all applicable customers on an equal per therm basis.~~

~~2019. NEGOTIATED RATES, TERMS AND CONDITIONS~~

In accordance with the ~~New Jersey Board of Public Utilities~~BPU's Order dated August 18, 2011 in BPU Docket No. GR10100761 ("Order") the Company has developed the following criteria for determining whether it will, in individual circumstances, negotiate rates, terms and conditions of service with customers that otherwise would not take service under the terms of the service classifications set forth in this tariff. Any individually negotiated rates, terms or conditions agreed to pursuant to this tariff provision are subject to prior approval by the ~~New Jersey Board of Public Utilities~~BPU. Negotiated rates, terms and conditions that may be made available are intended to address unique circumstances applicable at the time that the negotiated rates, terms and conditions are agreed to with individual customers.

Date of Issue: ~~April 1, 2012xx1~~

Effective: Service Rendered
on and after ~~April 1, 2012xx2~~

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities

Dated ~~March 12, 2012xx3~~ in Docket No. ~~GT11090619xx4~~

ELIZABETHTOWN GAS
B. P. U. NO. ~~4415~~ – GAS

ORIGINAL SHEET NO.

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~~B. P. U. NO. 13 – GAS~~

~~ORIGINAL SHEET NO. 35A~~

Negotiated rates, terms and conditions will be offered by the Company in circumstances in which it determines in its sole reasonable judgment, that such individual rates, terms and conditions are necessary to prevent (i) physical bypass of the Company's distribution system, (ii) economic bypass of the Company's distribution system or, (iii) the loss of load that could otherwise be served at rates that would exceed marginal costs.

Customers seeking negotiated rates, terms and conditions, and claiming that such rates, terms and conditions are necessary to prevent the customer from physically bypassing the Company's distribution system, must provide the Company with the following:

- (i) a statement from an interstate pipeline involved in such bypass that the proposed interconnection between customer and the pipeline is operationally viable, that sufficient capacity is available to serve such customer, and that the pipeline would serve the customer if requested;
- (ii) maps or flow diagrams that identify the proposed route of the pipeline needed to serve the customer from the interconnection with the pipeline and the customer's site, the size of the connecting pipeline and any other appurtenant facilities required;
- (iii) engineering studies related to the estimated costs to complete construction of facilities interconnecting the pipeline and the customer;
- (iv) information concerning the status of all reliability and environmental or other permits and approvals from local, state and federal agencies;
- (v) a description of any other benefits that the customer proposes to provide the Company under a service agreement between the Company and customer; and
- (vi) such other information as the Company may require.

Customers seeking negotiated rates, terms and conditions for reasons other than to avoid physical bypass must provide the Company (i) such information as the customer deems relevant to its request, and (ii) such information as the Company may require given the particular circumstances.

In determining whether to offer individually negotiated rates, terms and conditions to a particular customer, the Company will consider all relevant information provided by the customer and make a judgment as to whether negotiated rates, terms and conditions are necessary to prevent physical or economic bypass or the loss of load that could otherwise be served at rates that exceed marginal costs. Customers may apply for negotiated rates, terms and conditions by contacting the Company in writing. The Company will respond to any request for negotiated rates, terms and conditions within sixty (60) days of receiving a customer's written request and all required information.

Date of Issue: ~~April 1, 2012~~xx1

Effective: Service Rendered
on and after ~~April 1, 2012~~xx2

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities

Dated ~~March 12, 2012~~xx3 in Docket No. ~~GT11090619~~xx4

ELIZABETHTOWN GAS
B. P. U. NO. ~~4415~~ – GAS

ORIGINAL SHEET NO.

~~CANCELLING~~

~~B. P. U. NO. 13 – GAS~~

~~FOURTH REVISED SHEET NO. 36~~

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SERVICE CLASSIFICATION – RESIDENTIAL DELIVERY SERVICE (RDS)

APPLICABLE TO USE OF SERVICE FOR:

All residential purposes in individual residences and in individual flats, individual apartments in multiple family buildings, only where each individual flat or individual apartment is served through its own separate meter and religious institutions where the total rated input capacity of all gas utilization equipment does not exceed 500,000 BTU per hour. The rate is not available for hotels, nor for recognized rooming or boarding houses where the number of rented bedrooms is more than twice the number of bedrooms used by Customer. This rate is not applicable for industrial or commercial use of gas. In residential premises, use for purposes other than residential will be permitted only where such use is incidental to Customer's own residential use. Service for heating and/or cooling of premises will be rendered at this rate. Service to detached outbuildings or outside appliances appurtenant to the residence will be included in this rate provided Customer installs the necessary piping so that the gas used in such facilities may be measured by the meter located at the residence.

Service will be provided if Gas Company's facilities are suitable.

CHARACTER OF SERVICE:

Continuous, however, customers may either purchase gas supply from a Third Party Supplier ("TPS") or the Company's Rider "A", Basic Gas Supply Service ("BGSS")

*CHARGES PER MONTH:

| | <u>Gas Supply from BGSS</u> | <u>Gas Supply from TPS</u> |
|-------------------------------|-----------------------------|----------------------------|
| Service Charge | \$7,998.50 | \$7,998.50 |
| Distribution Charge per Therm | \$0.34533967 | \$0.34533967 |
| Commodity Charge | Per Rider "A" | Per TPS Agreement |

* The charges set forth in this Service Classification include sales and use tax ~~and assessments~~ and will be adjusted for all other applicable Riders of this Tariff and any additional taxes, ~~assessments~~ or similar charges that are lawfully imposed by the Company. A customer that receives gas supply from a TPS will be charged for commodity according to any agreement between the customer and the TPS.

Date of Issue: ~~December 21, 2016xx1~~

Effective: Service Rendered
on and after ~~January 1, 2017xx2~~

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to ~~Order of the Board of Public Utilities Sales & Use Tax Decrease Per P.L. 2016, c. 57 Dated xx3~~ in Docket No. ~~ER16141054xx4~~

ELIZABETHTOWN GAS
B. P. U. NO. ~~1415~~ – GAS

ORIGINAL SHEET NO.

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~~CANCELLING~~

~~B. P. U. NO. 13 – GAS~~

THIRD REVISED SHEET NO. 37

SERVICE CLASSIFICATION – RESIDENTIAL DELIVERY SERVICE (RDS)
(continued)

MINIMUM MONTHLY CHARGE:

Service Charge.

TERM OF PAYMENT:

All bills are due upon presentation.

TERM OF CONTRACT:

One year, and thereafter until terminated by five (5) days written notice.

STANDARD TERMS AND CONDITIONS:

This Service Classification is subject to the Standard Terms and Conditions of this Tariff.

SPECIAL PROVISIONS I & II:

~~I. SPECIAL PROVISIONS, APPLICABLE TO ALL CUSTOMERS RECEIVING SERVICE UNDER THIS SERVICE CLASSIFICATION~~

~~1. Gas Air Conditioning and Distributive Generation~~

~~Upon separate application, Customers who have installed and are using gas air conditioning equipment, having a rated capacity of not less than 2 tons of refrigeration, and or who have installed a separate meter for distributed generation equipment shall be billed a Distribution Charge of \$0.2265 per therm in the period extending from Customer's meter reading taken in the ordinary course of business in May through October.~~

~~Where, in Gas Company's opinion, it is impractical to provide separate metering for distributed generation equipment, Gas Company may estimate the use of gas for Distributive Generation during the foregoing period of May to October. During all other periods, the Distribution Charge per therm stated in this service classification shall apply.~~

Date of Issue: ~~October 21, 2015~~xx1

Effective: Service Rendered
on and after ~~November 1, 2015~~
xx2

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities
Dated ~~October 15, 2015~~xx3 in Docket No. ~~GR15060656~~xx4

ELIZABETHTOWN GAS
B. P. U. NO. ~~4415~~ – GAS

ORIGINAL SHEET NO.

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~~B. P. U. NO. 13 – GAS~~

FIRST REVISED SHEET NO. 38

SERVICE CLASSIFICATION – RESIDENTIAL DELIVERY SERVICE (RDS)
(continued)

~~II.~~ SPECIAL PROVISIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM THIRD PARTY SUPPLIERS

1. Customer Enrollment

A customer choosing to receive gas supply service from a TPS will be enrolled for such service by the TPS with which they contracted for gas supply service. A customer will receive a confirmation notice from the Company noting their choice of supplier and that the customer will have seven (7) calendar days from the date of the confirmation notice to contact the Company and rescind its selection, after which, if not rescinded, the residential customer's TPS contract shall be legally binding. TPS supply service under this Service Classification will commence on the next month's cycle meter reading date following the conclusion of the rescission period.

2. Switching Suppliers

Customer may switch TPSs or return to the Company's BGSS service at any time subject to the conditions of Customer enrollment. A Customer electing to return to the BGSS service should contact their TPS who will carry out the necessary steps with the Company. The decision and steps necessary to switch TPSs are carried out between the newly selected TPS and the Customer. Customer will not be charged a fee to change its TPS or return to BGSS service.

3. Limitations on the Availability of Transportation Service

Customer's TPS must demonstrate that it possesses Comparable Capacity or Standby Balancing Service sufficient to provide their Customers' Unadjusted Average Daily Delivery Quantity, as defined under the TPS Service Classification, during the months of November through March. If at any time it is determined that TPS does not meet this provision, then TPS's customers will be returned to BGSS gas supply service.

4. Load Balancing Charge

A Load Balancing Charge of \$~~0.0555-0554~~ per therm, which includes taxes, shall be billed to the TPS for all metered quantities of its RDS customers.

5. Gas Commingling

Service under this Service Classification is provided by the Company within its service territory for the Customer. The gas transported under this Service Classification is not the property of the Company. However, the Company reserves the right to commingle such gas with other supplies. Moreover, the Company reserves the right to utilize Customer's gas, when necessary, in accordance with the applicable curtailment provisions of this Tariff.

Date of Issue: ~~May 14, 2013~~^{xx1}

Effective: Service Rendered on and after ~~April 11, 2012~~^{xx2}

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

~~Filed Pursuant to N.J.A.C. 14:4-7.6(b)4 Adopted April 11, 2012~~
~~Filed Pursuant to Order of the Board of Public Utilities~~
~~Dated xx3 in Docket No. xx4~~

ELIZABETHTOWN GAS
B. P. U. NO. 4415 – GAS

ORIGINAL SHEET NO.

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~~B. P. U. NO. 13 – GAS~~

ORIGINAL SHEET NO. 39

SERVICE CLASSIFICATION –RESIDENTIAL DELIVERY SERVICE (RDS)
(continued)

II. SPECIAL PROVISIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM THIRD PARTY SUPPLIERS (continued)

6. Transportation to Gas Company Facilities

The Company is not responsible for making arrangements for Customers for transporting gas from its source to the Company's interconnection with delivering pipeline suppliers. All such responsibility rests with Customer's TPS. Company shall have no responsibility with respect to such gas before Customer delivers or has delivered on its behalf such gas to Company or after Company redelivers such gas to Customer at the meter at Customer's premises or on account of anything which may be done, happen or arise with respect to such gas before such delivery or after such redelivery. Customer agrees that as between the Company and Customer, the Company shall be entitled to rely upon information concerning deliveries of natural gas on behalf of Customer provided by TPS.

7. Gas Supply Obligation

In the event that Customer's TPS ceases operations, or for any other reason fails to deliver the Average Daily Delivery Quantity ("ADDQ"), the Company shall provide replacement gas supplies under the BGSS service.

8. Indemnification

As between Company and Customer, Customer warrants that it has clear title to any gas supplies delivered into the Company's system for redelivery to Customer and Customer shall be deemed to be in exclusive control and possession of gas prior to its delivery into the Company's system for redelivery to Customer. Customer agrees to indemnify, defend and hold harmless Company from any and all claims, suits or damage actions arising out of deliveries of gas into Company's system on behalf of Customer.

Date of Issue: ~~December 17, 2009~~xx1

Effective: Service Rendered on and after ~~December 17, 2009~~xx2

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities

Dated ~~December 17, 2009~~xx3 in Docket No. ~~GR09030195~~xx4

ELIZABETHTOWN GAS
 B. P. U. NO. ~~1415~~ – GAS
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 B. P. U. NO. ~~13~~ – GAS

ORIGINAL SHEET NO.

FIFTH REVISED SHEET NO. 40

SERVICE CLASSIFICATION – SMALL GENERAL SERVICE (SGS)

APPLICABLE TO USE OF SERVICE FOR:

Small General Service is available to those customers whose annual weather normalized usage as determined by the Company is less than ~~35~~,000 therms per year and where Gas Company's facilities are suitable and the quantity of gas is available for the service desired. In August of each year the Company shall ~~re-determine~~ review each customer's eligibility based on their annual normalized usage and if in excess of a-5,500 therms for two consecutive years will transfer the customer to General Delivery Service.

CHARACTER OF SERVICE:

Continuous.

*CHARGES PER MONTH:

| | <u>Gas Supply from BGSS</u> | <u>Gas Supply from TPS</u> |
|-------------------------------|-----------------------------|----------------------------|
| Service Charge | <u>\$16.1321.97</u> | <u>\$21.97</u> |
| Distribution Charge per Therm | <u>\$0.35923586</u> | <u>\$0.3586</u> |
| Commodity Charge | Per Rider "A" | <u>Per TPS Agreement</u> |

* The charges set forth in this Service Classification include sales and use tax ~~and assessments~~ and will be adjusted for all other applicable Riders of this Tariff and any additional taxes, ~~assessments~~ or similar charges that are lawfully imposed by the Company. A customer that receives gas supply from a TPS will be charged for commodity according to any agreement between the customer and the TPS.

MINIMUM MONTHLY CHARGE:

The Service Charge.

TERM OF PAYMENT:

All bills are due upon presentation. Should the Customer fail to make payment in full, the Company may, within the time period specified in and in accordance with Section 7.10 of the Standard Terms and Conditions of this Tariff, assess late payment charges.

TERM OF CONTRACT:

One year, and thereafter until terminated by five (5) days written notice.

Date of Issue: ~~December 21, 2016~~xx1

Effective: Service Rendered
on and after ~~January 1, 2017~~xx2

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities Sales
& Use Tax Decrease Per P.L. 2016,c.57
Dated xx3 in Docket No. ER16141054xx4

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ELIZABETHTOWN GAS
B. P. U. NO. 4415 – GAS

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~~B. P. U. NO. 13 – GAS~~

~~THIRD REVISED SHEET NO. 44~~

SERVICE CLASSIFICATION – SMALL GENERAL SERVICE (SGS)

(continued)

STANDARD TERMS AND CONDITIONS:

This Service Classification is subject to the Standard Terms and Conditions of this Tariff.

~~I. SPECIAL PROVISIONS, APPLICABLE TO ALL CUSTOMERS RECEIVING SERVICE UNDER THIS SERVICE CLASSIFICATION~~

~~1. Gas Cooling & Refrigeration and Distributed Generation Under 12kW~~

~~Upon separate application, Customers who have installed a separate meter for gas cooling equipment having a rated capacity of not less than two (2) tons but less than ten (10) tons of refrigeration and or distributed generation equipment having a rated capacity under twelve (12) kW will be separately metered for such service and will be billed at the above rates, except that the applicable Distribution Charges will be billed at a rate of \$0.1714 per therm in the period extending from Customer's meter reading taken in the ordinary course of business in May through October. Where, in the Gas Company's opinion, it is impractical to provide separate metering, Gas Company may estimate the use of gas for other than distributed generation and water heating during the foregoing period of May to October. During all other periods, the Distribution Charge per therm stated in this service classification shall apply.~~

~~2. Economic Development Service (EDS)~~

~~Any new customer employing a minimum of ten (10) employees, who locates in or expands a new or vacant building within the Company's service territory and enters into a GDS service agreement and (2) any existing customer who expands into a new or vacant building within the Company's service territory and is a party to a GDS service agreement shall be eligible for an EDS discount. For new customers, this building must be new or have been vacant for a minimum of three (3) months. For existing customers, the space utilized for operations must expand by more than 5,000 square feet. Gas used subject to the EDS discount for existing customers will be calculated by the Company and will be based solely on the customer's incremental usage. This service is offered to any eligible customer for a period of five (5) years from the date of the initial Service Agreement under this service. The EDS Customers shall receive a fifty (50) percent pre-tax discount in this Service Class's Distribution Charge during the period of eligibility.~~

~~SPECIAL PROVISIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM THIRD PARTY SUPPLIERS (TPS)~~

~~1. Service Agreement~~

~~The signing of a Service Agreement and possession by the Customer of a fully executed contract to purchase gas from a TPS are conditions precedent to receiving gas supply from a TPS.~~

~~2. Balancing Charge~~

~~Customers will be charged a balancing charge of \$0.0171 per therm, which includes sales tax, in the months of November through March to offset system supply costs utilized to absorb the~~

differences between the TPS delivered Average Daily Delivery Quantities and the actual daily gas supply requirements of the customers.

3. Commingling

Service under this Service Classification is provided by the Company within its service territory for the Customer. The gas transported under this Service Classification is not the property of the Company. However, the Company reserves the right to commingle such gas with other supplies. Moreover, the Company reserves the right to utilize Customer's gas, when necessary, in accordance with the applicable curtailment provisions of this Tariff.

4. Transportation to Gas Company Facilities

The Company is not responsible for making arrangements for transportation service Customers for transporting the gas from its source to the Company's interconnection with the delivering pipeline supplier.

5. Nominations for Service

The Customer's TPS shall nominate on behalf of its Customers the total monthly requirements for that billing month per an Average Daily Delivery Quantity ("ADDQ") determined as stated in the TPS section of this tariff.

6. Utilizing a Third Party Supplier

Customers utilizing brokers, marketers or other third party suppliers (collectively Third Party Suppliers, "TPS") either as agents or as suppliers of gas into the Company's system, must notify the Company in writing of the TPS that will be used in any particular month. Customer agrees that as between the Company and Customer, the Company shall be entitled to rely upon information concerning deliveries of natural gas on behalf of Customer provided by TPS. Any Customer or TPS that wishes to deliver gas into the Company's system prior to commencing deliveries must be a qualified TPS under the Company's TPS service classification. Changes in the designation of a TPS received by the fifteenth (15th) of the month will be effective in the following month.

7. Imbalance Charges

To the extent that a TPS ceases operations or under delivers gas, Customers shall be ultimately responsible for payment of any charges not paid for by their TPS, including but not limited to daily and or monthly imbalance charges for gas supplies consumed by Customer but not delivered by TPS. In the event a TPS fails to pay these charges the customers shall be billed directly by the Company for their direct portion, if by their non-compliance to Company directives to cease gas use, and/or a prorata share by applying the Allocation of Supply terms of the TPS Service Classification, except that essential service gas customers will first be credited with standby gas purchased by the TPS on their behalf.

8. Unauthorized Use

This Service Classification is subject to Section I, Item 17, Unauthorized Gas Use of the Standard Terms and Conditions.

9. Gas Supply Obligation

In the event that Customer's Third Party Supplier fails to deliver, the Company may, in its sole discretion, provide replacement gas supplies. The Company shall have no obligation to provide natural gas supplies to Customers that contract for TPS Service, except for those whose TPS contracted for Standby Service, limited to Essential Gas User customers. In the event that a Customer that is not covered by Standby Service seeks to purchase natural gas supplies from the

Company, such sales may be made by the Company in its sole discretion under such terms and conditions as the Company may require.

10. Limitations on the Availability of TPS Transportation Service

TPS Service is not available to Customers who are defined as "Essential Gas Users" under the curtailment provision as set forth in Section 17 of the Standard Terms and Conditions of this Tariff unless such Customers' TPS, in an amount sufficient to meet such Customers' ADDQ and/or DCQ, agrees to contract and pay for Standby Service as defined in the TPS Service Classification or for such Customers' TPS demonstrates that it possesses Comparable Capacity as defined in the TPS Service Classification.

11. Indemnification

As between Company and Customer, Customer warrants that it has clear title to any gas supplies delivered into the Company's system for redelivery to Customer and Customer shall be deemed to be in exclusive control and possession of gas prior to its delivery into the Company's system for redelivery to Customer. Customer agrees to indemnify, defend and hold harmless Company from any and all claims, suits or damage actions arising out of deliveries of gas on behalf of transporting customer.

Date of Issue: ~~October 21, 2015~~xx1

Effective: Service Rendered on and after ~~November 1, 2015~~xx2

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities
Dated ~~October 15, 2015~~xx3 in Docket No. ~~GR15060656~~xx4

ELIZABETHTOWN GAS
B. P. U. NO. ~~1415~~ – GAS

ORIGINAL SHEET NO.

~~CANCELLING~~

~~B. P. U. NO. 13 – GAS~~

FOURTH REVISED SHEET NO. 42

SERVICE CLASSIFICATION – GENERAL DELIVERY SERVICE (GDS)

APPLICABLE TO USE OF SERVICE FOR:

General Delivery Service is available to those customers whose annual weather normalized usage as determined by the Company is 5,000 or more therms per year and where Gas Company's facilities are suitable and the quantity of gas is available for the service desired. In August of each year the Company shall review customer usages and those customers whose weather normalized usage, as determined by the Company, is less than 4,500 therms for two consecutive years will be transferred to Small General Service.

CHARACTER OF SERVICE:

Continuous, however, customers may either purchase gas supply from a Third Party Supplier ("TPS") or the Company's Rider "A", Basic Gas Supply Service ("BGSS").

*CHARGES PER MONTH:

| | <u>Gas Supply from BGSS</u> | <u>Gas Supply from TPS</u> |
|-------------------------------|-----------------------------|----------------------------|
| Service Charge | \$19.9728.96 | \$19.9728.96 |
| Demand Charge per DCQ | \$0.840808 | \$0.840808 |
| Distribution Charge per Therm | \$0.22072149 | \$0.22072149 |
| Commodity Charge | Per Rider "A" | Per TPS Agreement |

* The charges set forth in this Service Classification include sales and use tax ~~and assessments~~ and will be adjusted for all other applicable Riders of this Tariff and any additional taxes, ~~assessments~~ or similar charges that are lawfully imposed by the Company. A customer that receives gas supply from a TPS will be charged for commodity according to any agreement between the customer and the TPS.

DETERMINATION OF THE DEMAND CHARGE QUANTITY (DCQ)

The DCQ will be determined by the Customer's maximum daily requirements in terms of therm units per day. The DCQ level shall be the highest actual daily metered consumption registered from an approved automatic meter reading device at Customer's premises within a period of not less than two years, but up to three years immediately preceding the Customer obtaining service or renewing a Service Agreement under this Service Classification if such information is available. Otherwise DCQ shall be set equal to the product of (1) the highest winter monthly consumption for the most recent winter (October through April), normalized for weather, divided by the applicable number of days in the respective billing month, and (2) 1.36, provided that DCQ shall not be less than the highest non-winter month consumption divided by the applicable number of days in the respective billing month. For process loads, the Company may base the DCQ on historical consumption. If historical consumption information is not available,

Date of Issue: ~~December 21, 2016xx1~~

Effective: Service Rendered
on and after ~~January 1, 2017xx2~~

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities-Sales & Use Tax Decrease Per P.L. 2016, c. 57 Dated xx3 in Docket No. ER16111054xx4

ELIZABETHTOWN GAS
B. P. U. NO. ~~4415~~ – GAS

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FIRST REVISED SHEET NO. 43

SERVICE CLASSIFICATION – GENERAL DELIVERY SERVICE (GDS)
(continued)

DETERMINATION OF THE DEMAND CHARGE QUANTITY (DCQ) (continued)

then (a) the initial DCQ level shall be based upon the Customer's gas utilization equipment expressed in consumption per day, and (b) after twelve (12) months of actual consumption has been metered, the DCQ level shall be redetermined.

If the Customer's maximum daily usage exceeds the DCQ as stated in the Service Agreement more than three (3) times in twelve (12) months, the Company may increase the DCQ in the Service Agreement to the highest level experienced during the previous 12 months.

MINIMUM MONTHLY CHARGE:

The sum of the Service Charge and the Demand Charge.

TERM OF PAYMENT:

All bills are due upon presentation. Should the Customer fail to make payment in full, the Company may, within the time period specified in and in accordance with Section 7.10 of the Standard Terms and Conditions of this Tariff, assess late payment charges.

TERM OF CONTRACT:

One year, and thereafter until terminated by five (5) days written notice.

STANDARD TERMS AND CONDITIONS:

This Service Classification is subject to the Standard Terms and Conditions of this Tariff.

Date of Issue: ~~November 10, 2010~~^{xx1}

Effective: Service Rendered on and after ~~December 17, 2009~~^{xx2}

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities

Dated ~~December 17, 2009~~^{xx3} in Docket No. ~~GR09030195~~^{xx4}

ELIZABETHTOWN GAS
B. P. U. NO. ~~4415~~ – GAS

ORIGINAL SHEET NO.

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~~B. P. U. NO. 13 – GAS~~

FOURTH REVISED SHEET NO. 44

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SERVICE CLASSIFICATION – GENERAL DELIVERY SERVICE (GDS)
(continued)

SPECIAL PROVISIONS SECTIONS I & II:

I. SPECIAL PROVISIONS, APPLICABLE TO ALL CUSTOMERS RECEIVING SERVICE UNDER THIS SERVICE CLASSIFICATION

1. Distributive Generation Under 12 kW and Gas Cooling & Refrigeration, 2 tons to under 10 Tons

Upon separate application, Customers who have installed a separate meter for distributed generation equipment having a rated capacity under twelve (12) kW and/or gas cooling equipment having a rated capacity of not less than two (2) tons but less than ten (10) tons of refrigeration will be separately metered for such service and will be billed at the above rates, except that the applicable Distribution Charges will be billed at a rate of \$~~0.43691366~~ per therm in the period extending from Customer's meter reading taken in the ordinary course of business in May through October. Where, in the Gas Company's opinion, it is impractical to provide separate metering, Gas Company may estimate the use of gas for other than distributed generation and water heating during the foregoing period of May to October. During all other periods, the Distribution Charge per therm stated in this service classification shall apply.

2. Distributed Generation of 12 kW or More and Gas Cooling & Refrigeration of 10 Tons or More

Under separate application Customers who are using gas for distributive generation with a rated capacity of twelve (12) kW or more, and/or gas cooling equipment with a rated capacity of ten (10) tons or more, and where gas consumed is separately metered, will be billed at the above rates, except that the applicable Distribution Charges will be billed at a rate of \$~~0.06690668~~ per therm commencing with the first meter reading taken in the ordinary course of business in May and concluding with the meter reading taken in the ordinary course of business in October. During all other periods, the Distribution and Commodity Charge per therm stated in this service classification shall apply.

Date of Issue: ~~December 21, 2016~~xx1

Effective: Service Rendered on and after ~~January 1, 2017~~xx2

Issued by: Brian MacLean, President,
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities Sales & Use Tax Decrease Per P.L. 2016, c. 57 Dated xx3 in Docket No. ER16111054xx4

ELIZABETHTOWN GAS
B. P. U. NO. ~~4415~~ – GAS

ORIGINAL SHEET NO.

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SERVICE CLASSIFICATION – GENERAL DELIVERY SERVICE (GDS)
(continued)

- I. SPECIAL PROVISIONS, APPLICABLE TO ALL CUSTOMERS RECEIVING SERVICE UNDER THIS SERVICE CLASSIFICATION (continued)
3. Economic Development Service (EDS):

Any new customer employing a minimum of ten (10) employees, who locates in or expands a new or vacant building within the Company's service territory and enters into a GDS service agreement and (2) any existing customer who expands into a new or vacant building within the Company's service territory and is a party to a GDS service agreement shall be eligible for an EDS discount. For new customers, this building must be new or have been vacant for a minimum of three (3) months. For existing customers, the space utilized for operations must expand by more than 5,000 square feet. Gas used subject to the EDS discount for existing customers will be calculated by the Company and will be based solely on the customer's incremental usage. This service is offered to any eligible customer for a period of five (5) years from the date of the initial Service Agreement under this service. The EDS Customers shall receive a fifty (50) percent pre tax discount in this Service Class's Distribution Charge during the period of eligibility.

4. Boiler Limitation

This service classification is not available for new or additional boiler equipment with a rated input in excess of 12.5 million BTU's per hour. The Gas Company may waive this limitation in cases where the Customer enters into a longer term contract or agrees to guarantee a monthly minimum revenue level as may be determined by the Gas Company.

Date of Issue: ~~December 17, 2009xx1~~

Effective: Service Rendered
on and after ~~December 17,~~
~~2009xx2~~

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities

Dated ~~December 17, 2009xx3~~ in Docket No. ~~GR09030195xx4~~

ELIZABETHTOWN GAS
 B. P. U. NO. ~~1415~~ – GAS
 CANCELLING
 B. P. U. NO. ~~13~~ – GAS

ORIGINAL SHEET NO.

ORIGINAL SHEET NO. 46

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SERVICE CLASSIFICATION – GENERAL DELIVERY SERVICE (GDS)
 (continued)

II. SPECIAL PROVISIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM THIRD PARTY SUPPLIERS (TPS)

1. Service Agreement

The signing of a Service Agreement and possession by the Customer of a fully executed contract to purchase gas from a TPS are conditions precedent to receiving gas supply from a TPS.

2. Balancing Charge

Customers with a DCQ under 500 therms will be charged a balancing charge of \$0.0171 per therm, which includes sales tax, in the months of November through March to offset system supply costs utilized to absorb the differences between the TPS delivered Average Daily Delivery Quantities and the actual daily gas supply requirements of the customers.

3. Commingling

Service under this Service Classification is provided by the Company within its service territory for the Customer. The gas transported under this Service Classification is not the property of the Company. However, the Company reserves the right to commingle such gas with other supplies. Moreover, the Company reserves the right to utilize Customer's gas, when necessary, in accordance with the applicable curtailment provisions of this Tariff.

4. Transportation to Gas Company Facilities

The Company is not responsible for making arrangements for transportation service Customers for transporting the gas from its source to the Company's interconnection with the delivering pipeline supplier.

5. Nominations for Service

The Customer's TPS shall nominate on behalf of its Customers the total monthly requirements for that billing month. A TPS with Customers having a DCQ under 500 therms and those requiring an AMR not yet installed -isare required to deliver these customers natural gas requirements per an Average Daily Delivery Quantity ("ADDQ") determined as stated in the TPS section of this tariff.

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Issued by: Brian MacLean, President
 520 Green Lane
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ELIZABETHTOWN GAS
B. P. U. NO. ~~1415~~ – GAS
~~CANCELLING~~
~~B. P. U. NO. 13~~ – GAS

ORIGINAL SHEET NO.

ORIGINAL SHEET NO. 47

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SERVICE CLASSIFICATION – GENERAL DELIVERY SERVICE (GDS)
(continued)

II. SPECIAL PROVISIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM THIRD PARTY SUPPLIERS (TPS) (continued)

6. Utilizing a Third Party Supplier

Customers utilizing brokers, marketers or other third party suppliers (collectively Third Party Suppliers, "TPS") either as agents or as suppliers of gas into the Company's system, must notify the Company in writing of the TPS that will be used in any particular month. Customer agrees that as between the Company and Customer, the Company shall be entitled to rely upon information concerning deliveries of natural gas on behalf of Customer provided by TPS. Any Customer or TPS that wishes to deliver gas into the Company's system prior to commencing deliveries must be a qualified TPS under the Company's TPS service classification.

~~Customer may only change TPS by providing Company with written notice. Customer will not be charged to designate its initial TPS or to change TPS once during any annual period. However, Customers with a DCQ of 500 therms or more will be charged a \$50.00 fee, for each additional change of its TPS within an annual period. Changes in the designation of a TPS received by the fifteenth (15th) of the month will be effective in the following month.~~

7. Imbalance Charges

To the extent that a TPS ceases operations or under delivers gas, Customers shall be ultimately responsible for payment of any charges not paid for by their TPS, including but not limited to daily and or monthly imbalance charges for gas supplies consumed by Customer but not delivered by TPS. In the event a TPS fails to pay these charges the customers shall be billed directly by the Company for their direct portion, if by their non-compliance to Company directives to cease gas use, and/or a prorata share by applying the Allocation of Supply terms of the TPS Service Classification, except that essential service gas customers will first be credited with standby gas purchased by the TPS on their behalf.

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520 Green Lane
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ELIZABETHTOWN GAS
B. P. U. NO. 4415 – GAS

ORIGINAL SHEET NO.

~~CANCELLING~~

~~B. P. U. NO. 13 – GAS~~

ORIGINAL SHEET NO. 48

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SERVICE CLASSIFICATION – GENERAL DELIVERY SERVICE (GDS)
(continued)

II. SPECIAL PROVISIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM THIRD PARTY SUPPLIERS (TPS) (continued)

8. Automatic Meter Reading (AMR) Equipment for Customers with a DCQ of 500 therms or more.

AMR equipment is required for customers with a DCQ of 500 or more therms~~or more, as determined by the Company.~~ Customer shall pay for all costs to install AMR equipment including power, communications and other equipment as specified by the Company and provide access for such equipment. The cost of any Company equipment may be paid by Customer over a one (1) year, or some lesser, period by means of a monthly surcharge designed to recover the cost of the equipment plus interest equal to the Company's overall rate of return as authorized from time to time by the ~~New Jersey Board of Public Utilities~~BPU. Payments made by the Customer shall not give the Customers ownership of the equipment which shall remain the sole property of the Company.

9. Unauthorized Use

This Service Classification is subject to Section I, Item 17, Unauthorized Gas Use of the Standard Terms and Conditions.

10. Gas Supply Obligation

In the event that Customer's Third Party Supplier fails to deliver, the Company may, in its sole discretion, provide replacement gas supplies. The Company shall have no obligation to provide natural gas supplies to Customers that contract for TPS Service, except for those whose TPS contracted for Standby Service, limited to Essential Gas User customers. In the event that a Customer that is not covered by Standby Service seeks to purchase natural gas supplies from the Company, such sales may be made by the Company in its sole discretion under such terms and conditions as the Company may require.

11. Limitations on the Availability of TPS Transportation Service

TPS Service is not available to Customers who are defined as "Essential Gas Users" under the curtailment provision as set forth in Section 17 of the Standard Terms and Conditions of this Tariff unless such Customers' TPS, in an amount sufficient to meet such Customers' ADDQ and/or DCQ, agrees to contract and pay for Standby Service as defined in the TPS Service Classification or for such Customers' TPS demonstrates that it possesses Comparable Capacity as defined in the TPS Service Classification.

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520 Green Lane
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ELIZABETHTOWN GAS
B. P. U. NO. ~~4415~~ – GAS

ORIGINAL SHEET NO. ~~49~~

~~CANCELLING~~

~~B. P. U. NO. 13 – GAS~~

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SERVICE CLASSIFICATION – GENERAL DELIVERY SERVICE (GDS)
(continued)

II. SPECIAL PROVISIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM THIRD PARTY SUPPLIERS (TPS) (continued)

12. Indemnification

As between Company and Customer, Customer warrants that it has clear title to any gas supplies delivered into the Company's system for redelivery to Customer and Customer shall be deemed to be in exclusive control and possession of gas prior to its delivery into the Company's system for redelivery to Customer. Customer agrees to indemnify, defend and hold harmless Company from any and all claims, suits or damage actions arising out of deliveries of gas on behalf of transporting customer.

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ELIZABETHTOWN GAS
B. P. U. NO. 4415 – GAS

ORIGINAL SHEET NO.

~~CANCELLING~~

~~B. P. U. NO. 13 – GAS~~

ORIGINAL SHEET NO. 49.1

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SERVICE CLASSIFICATION
COMMERCIAL & INDUSTRIAL NATURAL GAS VEHICLE SERVICE (NGV)

APPLICABLE TO USE OF SERVICE FOR:

This Service Classification is available to any non-Residential Customer who wishes to purchase natural gas sales and/or transportation service and have the Company own and maintain facilities at Customer's premises to compress gas into CNG ("CNG Fueling Facilities") for use as fuel for self-propelled motor vehicles ("Vehicular Gas"). This Service Classification also sets forth the terms and conditions under which the Company may sell and/or distribute Vehicular Gas at CNG Fueling Facilities operated by the Company as Public Fueling Stations.

CHARACTER OF SERVICE:

Continuous to Customers signing a Natural Gas Vehicle ("NGV") Service Agreement ("Agreement").

CONDITIONS PRECEDENT:

A Customer must sign an NGV Agreement with the Company to receive continuous service under this Service Classification. Service under such NGV Agreement is for the term of the NGV Agreement and may be continued beyond the term of the NGV Agreement only by the mutual agreement of Company and Customer. Members of the general public who wish only to obtain Vehicular Gas at Public Fueling Stations need not sign an NGV Agreement; however, they must establish an account with the Company. Such members of the public have no entitlement to continuous service under this Service Classification. Service under this Service Classification will be separately metered. Customers must indicate in their Agreements whether they will purchase gas supply from Company or from a Third Party Supplier ("TPS").

Section 6.01 of the Standard Terms and Conditions of this Tariff sets forth standards that establish the Company's liability for damages. Section 6.01 applies to any claim arising from services provided or facilities constructed, maintained or operated by Company under this Service Classification. Moreover, the specific provisions of Section 6.01 that apply to Customers will apply both to Customers signing an NGV Service Agreement and members of the public who obtain Vehicular Natural Gas under this Service Classification.

STANDARD TERMS AND CONDITIONS:

This Service Classification is subject to the Standard Terms and Conditions of this Tariff.

LICENSING, PERMITS AND LEGAL REQUIREMENTS:

Customers installing CNG Fueling Facilities on their premises must meet all applicable licensing, permitting and other legal requirements associated with operating CNG Fueling Facilities or Company may suspend or terminate service to such facilities without further liability.

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ELIZABETHTOWN GAS
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ORIGINAL SHEET NO.

~~CANCELLING~~

~~B. P. U. NO. 13 – GAS~~

ORIGINAL SHEET NO. ~~49.2~~

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SERVICE CLASSIFICATION
COMMERCIAL & INDUSTRIAL NATURAL GAS VEHICLE SERVICE (NGV)
(continued)

MAIN AND SERVICE EXTENSIONS FOR NGV SERVICE, CNG FUELING FACILITIES AND THE INCREMENTAL COSTS OF CNG-POWERED VEHICLES:

Under this Service Classification, Company may construct and/or install mains, services, automatic meter reading devices, and other facilities necessary to provide sales and transportation service to Customers. Company may also construct and/or install CNG Fueling Facilities located behind Customer's meter. Company may also construct Public Fueling Stations. On a not unduly discriminatory basis, Company may require revenue guarantees sufficient to enable Company to fully recover the costs of all such facilities over a negotiated period as set forth in the NGV Agreement. All negotiated charges under this Service Classification may be revised at the expiration of the term of an NGV Agreement and reflected in any new/replacement NGV Agreement.

Subject to an appropriate revenue guarantee, Company may invest up to ten times the projected annual Distribution Revenues from service provided under this Service Classification in facilities necessary to provide service under this Service Classification. To the extent that Company's investment exceeds ten times projected annual Distribution Revenues, Customer will be assessed a CNG Facilities Charge sufficient to recover Company's excess investment (including its authorized pre-tax return). In lieu of paying a Facilities Charge, Customer may provide a Contribution In Aid of Construction. To the extent that this Section of the NGV Service Classification conflicts with Section 3 of the Standard Terms and Condition of Company's Tariff with respect to service provided under this Service Classification, this Section will control.

I. COMPANY-OWNED AND MAINTAINED CNG FUELING FACILITIES ON CUSTOMERS' PREMISES

Customer may elect to have Company construct, own, and maintain CNG Fueling Facilities at Customer's Premises ("Customers' Premises Facilities"). Such service does not include the dispensing of CNG into vehicles. Under this option, the dispensing of CNG into vehicles shall be the sole responsibility of the Customer. In addition, Customer may, at its option, either contract and pay separately for electricity needed to operate the CNG Fueling Facility or have the Company contract for such electricity and pass through its actual electricity costs to Customer.

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ELIZABETHTOWN GAS
B. P. U. NO. 4415 – GAS

ORIGINAL SHEET NO.

~~CANCELLING~~~~B. P. U. NO. 13 – GAS~~

ORIGINAL SHEET NO. 49.3

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SERVICE CLASSIFICATION
COMMERCIAL & INDUSTRIAL NATURAL GAS VEHICLE SERVICE (NGV)
(continued)

Rates and Charges Applicable to Customers' Premises Facilities:*

The following rates and charges apply to service under this Service Classification at Customers' Premises Facilities:

1. Distribution Charge - \$0.3303 per therm

2. Fueling Station Charge

A Fixed monthly amount, designed on an individual Customer basis to recover the Company's projected cost of maintaining the Customer's specific CNG Fueling Facility.

3. Facilities Charge

A Fixed monthly amount, designed on an individual Customer basis to recover Company investment in excess of ten times projected annual Distribution Revenues in facilities necessary to provide service under this Service Classification. The Facilities Charge shall be computed by multiplying the Company's investment in excess of ten times projected annual Distribution Revenue (including its authorized pre-tax return) by an appropriate percentage that will be based upon the term of the NGV Agreement.

4. Gas Cost

BGSS-M rate applicable to month of sale for gas sold by Company, not applicable if supplied by a Third Party Supplier.

5. ~~Taxes and Fees and Assessments~~

Motor Fuel and all other taxes ~~and fees~~ or other similar charges and assessments applicable to sale and/or transportation of Vehicular Gas. The remittance of any applicable taxes related to such use shall be the sole responsibility of the Company.

*The charges set forth in this section exclude sales and use tax ~~and assessments~~ and will be adjusted for all other applicable Riders of this Tariff and any additional taxes, ~~assessments fees~~ or similar charges that are lawfully imposed by the Company. A Customer that receives gas supply from a TPS will be charged for commodity according to the agreement between the customer and the TPS.

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ELIZABETHTOWN GAS
 B. P. U. NO. ~~1415~~ – GAS
 CANCELLING
 B. P. U. NO. ~~13~~ – GAS

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SERVICE CLASSIFICATION
COMMERCIAL & INDUSTRIAL NATURAL GAS VEHICLE SERVICE (NGV)
 (continued)

Sales of Vehicular Natural Gas to Third Parties:

Customer may agree in the Agreement to allow its CNG Fueling Station to be used to sell and dispense CNG to the general public. Such sales will be made at publicly posted prices as determined by the Customer. Distribution Charge revenues from sales to the public shall be credited against any revenue guarantee obligation of Customer.

II. PUBLIC FUELING STATIONS

Company may construct, operate and maintain CNG Fueling Facilities for the purpose of providing Vehicular Gas to the general public.

Rates and Charges Applicable to Company Owned Public Fueling Stations:*

If Company offers service to the general public, the Company shall charge the rates set forth below. The Company shall post such rates at each Public Fueling Facility owned and operated by the Company. The price shall be the Gasoline Gallon Equivalent ("GGE") of a price per therm that includes the following components:

| | |
|--|--|
| <u>Distribution Charge</u> | \$0.3303 per therm |
| <u>Fueling Station Charge</u> | \$0.3600 per therm |
| <u>Facilities Charge</u> | \$0.2987 per therm |
| <u>Gas Cost</u> | BGSS-M rate applicable to the month of sale |
| <u>Taxes and Assessments and Fees</u> | Motor fuel and all other taxes and , fees and assessments or other similar charges applicable to sales of Vehicular Gas. The remittance of any applicable taxes related to such use shall be the sole responsibility of the Company. |

*The charges set forth in this section exclude sales and use tax ~~and assessments~~ and will be adjusted for all other applicable Riders of this Tariff and any taxes, ~~assessments-fees~~ or similar charges that are lawfully imposed by the Company.

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ELIZABETHTOWN GAS
B. P. U. NO. ~~1415~~ – GAS
~~CANCELLING~~
~~B. P. U. NO. 13~~ – GAS

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SERVICE CLASSIFICATION
COMMERCIAL & INDUSTRIAL NATURAL GAS VEHICLE SERVICE (NGV)
(continued)

SPECIAL PROVISIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM THIRD PARTY SUPPLIERS ("TPS"):

1. Service Agreement

The signing of a Service Agreement and possession by the Customer of a fully executed contract to purchase gas from a TPS are conditions precedent to receiving gas supply from a TPS.

2. Automatic Meter Reading (AMR) Equipment

Customer shall pay for all costs to install AMR equipment including power, communications and other equipment as specified by the Company and provide access for such equipment. Payments made by the Customer shall not give the Customers ownership of the equipment which shall remain the sole property of the Company.

3. Gas Commingling

Service under this Service Classification is provided by the Company within its service territory for the Customer. The gas transported under this Service Classification is not the property of the Company. However, the Company reserves the right to commingle such gas with other supplies. Moreover, the Company reserves the right to utilize Customer's gas, when necessary, in accordance with the applicable curtailment provisions of this Tariff.

4. Transportation to Gas Company Facilities

The Company is not responsible for making arrangements for transportation service Customers for transporting the gas from its source to the Company's interconnection with the delivering pipeline supplier.

5. Nominations for Service

The Customer's TPS shall nominate on behalf of its Customers the daily requirements.

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ELIZABETHTOWN GAS
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~~B. P. U. NO. 13 – GAS~~

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SERVICE CLASSIFICATION
COMMERCIAL & INDUSTRIAL NATURAL GAS VEHICLE SERVICE (NGV)
(continued)

SPECIAL PROVISIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM
THIRD PARTY SUPPLIERS ("TPS"): (continued)

6. Utilizing a Third Party Supplier

Customers utilizing brokers, marketers or other TPSs either as agents or as suppliers of gas into the Company's system must notify the Company in writing of the TPS that will be used in any particular month. Customer agrees that as between the Company and Customer, the Company shall be entitled to rely upon information concerning deliveries of natural gas on behalf of Customer provided by TPS. Any Customer or TPS that wishes to deliver gas into the Company's system prior to commencing deliveries must be a qualified TPS under the Company's TPS service classification.

~~Customer may only change TPS by providing Company with written notice. Customer will not be charged to designate its initial TPS or to change TPS once during any annual period. However, Customers will be charged a \$50.00 fee for each additional change of its TPS within an annual period. Changes in the designation of a TPS received by the fifteenth (15th) of the month will be effective in the following month.~~

7. Imbalance Charges

To the extent that a TPS ceases operations or under delivers gas, Customers shall be ultimately responsible for payment of any charges not paid for by their TPS, including but not limited to daily and/or monthly imbalance charges for gas supplies consumed by Customer but not delivered by TPS. In the event a TPS fails to pay these charges the customers shall be billed directly by the Company for their direct portion, if by their non-compliance to Company directives to cease gas use, and/or a prorata share by applying the Allocation of Supply terms of the TPS Service Classification, except that essential service gas customers will first be credited with standby gas purchased by the TPS on their behalf.

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ELIZABETHTOWN GAS
B. P. U. NO. ~~1415~~ – GAS
~~CANCELLING~~
~~B. P. U. NO. 13~~ – GAS

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SERVICE CLASSIFICATION
COMMERCIAL & INDUSTRIAL NATURAL GAS VEHICLE SERVICE (NGV)
(continued)

SPECIAL PROVISIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM
THIRD PARTY SUPPLIERS ("TPS"): (continued)

8. Gas Supply Obligation

In the event that Customer's Third Party Supplier fails to deliver, the Company may, in its sole discretion, provide replacement gas supplies. The Company shall have no obligation to provide natural gas supplies to Customers that contract for TPS Service, except for those whose TPS contracted for Standby Service, limited to Essential Gas User customers. In the event that a Customer that is not covered by Standby Service seeks to purchase natural gas supplies from the Company, such sales may be made by the Company in its sole discretion under such terms and conditions as the Company may require.

9. Indemnification

As between Company and Customer, Customer warrants that it has clear title to any gas supplies delivered into the Company's system for redelivery to Customer and Customer shall be deemed to be in exclusive control and possession of gas prior to its delivery into the Company's system for redelivery to Customer. Customer agrees to indemnify, defend and hold harmless Company from any and all claims, suits or damage actions arising out of deliveries of gas on behalf of transporting customer.

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Effective: Service Rendered
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ELIZABETHTOWN GAS
B. P. U. NO. ~~4415~~ – GAS

ORIGINAL SHEET NO.:

~~CANCELLING~~

~~B. P. U. NO. 13 – GAS~~

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SERVICE CLASSIFICATION – LARGE VOLUME DEMAND (LVD)

The signing of a service agreement is a condition precedent to receiving service under this classification. The Service Agreement will include the Customer's Demand Charge Quantity (DCQ).

APPLICABLE TO USE OF SERVICE FOR:

Applicable to Commercial and Industrial Users, when daily demand is not less than 2,000 therms per day up to the maximum daily demands as set forth in the Service Agreement, provided that all firm gas service is supplied under this rate, Gas Company's facilities are suitable, and the required quantity of gas is available for the service desired. The consumption of gas in different locations will not be combined for billing purposes.

CHARACTER OF SERVICE:

Continuous.

*CHARGE PER MONTH:

| | |
|-------------------------------|------------------------------------|
| Service Charge | \$ 481.30 <u>274.68</u> |
| Demand Charge per DCQ | \$ 1.03 <u>5032</u> |
| Distribution Charge per Therm | \$ 0.049 <u>70538</u> |
| Commodity Charge | Per Rider "A" |

*The charges set forth in this Service Classification include sales and use tax ~~and assessments~~ and will be adjusted for all other applicable Riders of this Tariff and any additional taxes, ~~assessments~~ or similar charges that are lawfully imposed by the Company. A customer that receives gas supply from a TPS will be charged for commodity according to any agreement between the customer and the TPS.

DETERMINATION OF THE DEMAND CHARGE QUANTITY ("DCQ"):

The DCQ will be determined by the Customer's maximum daily requirements in terms of therms per day and included in the Service Agreement.

The DCQ level shall be the highest actual daily metered consumption registered from an approved automatic meter reading device at Customer's premises within a period of not less than two years, but up to three years immediately preceding the Customer obtaining service or renewing a Service Agreement under this Service Classification if such information is available. Otherwise DCQ shall be set equal to the product of (1) the highest winter monthly consumption for the most recent winter (October through April), normalized for weather, divided by the applicable

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Dated xx3 in Docket No. ER16141054xx4

ELIZABETHTOWN GAS
B. P. U. NO. ~~4415~~ – GAS

ORIGINAL SHEET NO:

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~~B. P. U. NO. 13 – GAS~~

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SERVICE CLASSIFICATION – LARGE VOLUME DEMAND (LVD)
(continued)

DETERMINATION OF THE DEMAND CHARGE QUANTITY (“DCQ”): (continued)

number of days in the respective billing month, and (2) 1.36, provided that DCQ shall not be less than the highest non-winter month consumption divided by the applicable number of days in the respective billing month. For process loads, the Company may base the DCQ on historical consumption. If historical consumption information is not available, then (a) the initial DCQ level shall be based upon the Customer’s gas utilization equipment expressed in consumption per day, and (b) after twelve (12) months of actual consumption has been metered, the DCQ level shall be redetermined.

If the Customer’s maximum daily usage exceeds the contract demand as stated in the Service Agreement more than three (3) times in twelve (12) months, the Company may increase the DCQ in the Service Agreement to the highest level experienced during the previous 12 months.

MINIMUM MONTHLY CHARGE:

The sum of the Service Charge and the Demand Charge.

TERM OF PAYMENT:

All bills are due upon presentation. Should the Customer fail to make payment in full, the Company may, within the time period specified in and in accordance with Section 7.10 of the Standard Terms and Conditions of this Tariff, assess late payment charges.

TERM OF CONTRACT:

Not less than two (2) years, and for successive two (2) year terms thereafter unless terminated by written notice prior to sixty (60) days of the contract anniversary date. At the Company’s option, the Customer may switch to a firm transportation service within the first two years. However, the customer is obligated to a minimum of two (2) years of service.

STANDARD TERMS AND CONDITIONS:

This Service Classification is subject to the Standard Terms and Conditions of this Tariff.

Date of Issue: ~~November 10, 2010xx1~~

Effective: Service Rendered
on and after ~~December 17,~~
~~2009xx2~~

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities

Dated ~~December 17, 2009xx3~~ in Docket No. ~~GR09030195xx4~~

ELIZABETHTOWN GAS
 B. P. U. NO. ~~1415~~ – GAS
~~CANCELLING~~
~~B. P. U. NO. 13~~ – GAS

ORIGINAL SHEET NO.

ORIGINAL SHEET NO. 52

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SERVICE CLASSIFICATION – LARGE VOLUME DEMAND (LVD)
 (continued)

SPECIAL PROVISIONS:

1. Plant Shutdowns

In the event Customer is compelled to shutdown operation of its entire manufacturing or commercial facilities because of a major disaster, major strike, or order of any court or administrative agency having jurisdiction, and said shutdown continues in effect through a full calendar month, Gas Company, upon written request from Customer, may adjust the Minimum Charge for the calendar month. Separate written requests by Customer must be made for each month in which an adjustment of the Minimum Charge is desired and said request shall set forth in detail the exact reasons therefor.

2. Standby Equipment and Fuel

It is the Customer's responsibility to provide for alternate energy facilities needed, if any to provide plant protection service, including cool down periods for refractory, during periods in which gas may be curtailed in accordance with curtailment plan authorized by the State of New Jersey or appropriate Federal Government Agency that are applicable to the Company's operation. In addition, the Gas Company reserves the right to interrupt or suspend service rendered hereunder by customer if, in the sole judgement of the Company, it is necessary to meet system integrity or to meet other emergency demands under its Curtailment Action Plan as set forth in Section I of this tariff.

3. Facility Charges

The costs of any changes in the facilities of the Gas Company necessary to render this service will be paid for by the Customer.

4. Unauthorized Use

This Service Classification is subject to Section I, Item 17, Unauthorized Gas Use of the Standard Terms and Conditions.

Date of Issue: ~~December 17, 2009~~xx1

Effective: Service Rendered
 on and after ~~December 17,~~
~~2009~~xx2

Issued by: Brian MacLean, President
 520 Green Lane
 Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities

Dated ~~December 17, 2009~~xx3 in Docket No. ~~GR09030195~~xx4

ELIZABETHTOWN GAS
B. P. U. NO. ~~4415~~ – GAS

ORIGINAL SHEET NO.

~~CANCELLING~~

~~B. P. U. NO. 13 – GAS~~

FOURTH REVISED SHEET NO. 53

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SERVICE CLASSIFICATION – ELECTRIC GENERATION FIRM SERVICE (EGF)

All customers must sign a Service Agreement. Service will be restricted to the maximum annual and hourly requirements, and the location and equipment specified in the Agreement.

APPLICABLE TO USE OF SERVICE FOR:

Available to customers who utilize natural gas for Qualifying Cogeneration, as defined below, Distributive Generation, Micro Turbine and Fuel Cells at facilities with a rated production of over 500 Kilowatts (kW). Customers have the option of taking service under this Service Classification or negotiating a sales and/or transportation service contract which will be filed with the ~~New Jersey Board of Public Utilities~~ BPU.

A Qualifying Cogeneration Facility is one that meets the Federal Energy Regulatory Commission (FERC) certification of qualifying status for the sequential production of electrical and/or mechanical energy and useful thermal energy from the same fuel source by a facility as defined in Section 201 of the Regulatory Policies Act of 1978.

CHARACTER OF SERVICE:

Continuous

*CHARGE PER MONTH:

| | <u>Tax-Exempt ⁽¹⁾</u> | <u>Taxable ⁽²⁾</u> |
|-------------------------------|----------------------------------|---------------------------------|
| Service Charge | \$52.37 <u>52.27</u> | \$55.97 <u>55.86</u> |
| Demand Charge per DCQ | \$0.74 <u>4421</u> | \$0.79 <u>2450</u> |
| Distribution Charge per Therm | \$0.04 <u>820472</u> | \$0.04 <u>950504</u> |
| Commodity Charge | Per Rider "A" | Per Rider "A" |

* The charges set forth in this Service Classification include sales and use tax, unless noted tax-exempt ~~and assessments~~ and will be adjusted for all other applicable Riders of this Tariff and any additional taxes, ~~assessments~~ or similar charges that are lawfully imposed by the Company.

- (1) Tax-Exempt rates apply to cogeneration facilities that are in compliance with the terms of N.J.S.A. 54:30A-50.
- (2) Taxable rates apply to customers, unless specifically exempted by law, entering Service Agreements with the Company after 3/10/1997.

Date of Issue: ~~December 21, 2016~~xx1

Effective: Service Rendered
on and after ~~January 1, 2017~~xx2

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities Sales & Use Tax Decrease Per P.L. 2016, c. 57 Dated xx3 in Docket No. ER16111054xx4

ELIZABETHTOWN GAS
B. P. U. NO. ~~4415~~ – GAS

ORIGINAL SHEET NO.

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~~B. P. U. NO. 13 – GAS~~

FIRST REVISED SHEET NO. 54

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SERVICE CLASSIFICATION – ELECTRIC GENERATION FIRM SERVICE - (EGF)
(continued)

DETERMINATION OF THE DEMAND CHARGE QUANTITY (“DCQ”):

The DCQ will be determined by the Customer’s maximum daily requirements in terms of therms per day and included in the Service Agreement.

The DCQ level shall be the highest actual daily metered consumption registered from an approved automatic meter reading device at Customer’s premises within a period of not less than two years, but up to three years immediately preceding the Customer obtaining service or renewing a Service Agreement under this Service Classification if such information is available. Otherwise DCQ shall be set equal to the product of (1) the highest winter monthly consumption for the most recent winter (October through April), normalized for weather, divided by the applicable number of days in the respective billing month, and (2) 1.36, provided that DCQ shall not be less than the highest non-winter month consumption divided by the applicable number of days in the respective billing month. For process loads, the Company may base the DCQ on historical consumption. If historical consumption information is not available, then (a) the initial DCQ level shall be based upon the Customer’s gas utilization equipment expressed in consumption per day, and (b) after twelve (12) months of actual consumption has been metered, the DCQ level shall be redetermined.

If the Customer’s maximum daily usage exceeds the DCQ as stated in the Service Agreement more than three (3) times in twelve (12) months, the Company may increase the DCQ in the Service Agreement to the highest level of usage experienced within the past 12 months.

The billing demand quantity for the initial month of gas consumption shall be the rated twenty-four (24) hour input of the connected equipment expressed in equivalent therms.

Demands established during the billing months of May through September, inclusive, will not be used for billing purposes to the extent that such demands exceed previously established billing demands.

MINIMUM MONTHLY CHARGE:

The sum of the Service Charge and the Demand Charge.

TERM OF PAYMENT:

All bills are due upon presentation. Should the Customer fail to make payment in full, the Company may, within the time period specified in and in accordance with Section 7.10 of the Standard Terms and Conditions of this Tariff, assess late payment charges.

Date of Issue: ~~November 10, 2010~~^{xx1}

Effective: Service Rendered
on and after ~~December 17,~~
~~2009~~^{xx2}

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities

Dated ~~December 17, 2009~~^{xx3} in Docket No. ~~GR09030195~~^{xx4}

ELIZABETHTOWN GAS
B. P. U. NO. ~~4415~~ – GAS

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~~B. P. U. NO. 13 – GAS~~

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SERVICE CLASSIFICATION – ELECTRIC GENERATION FIRM SERVICE - (EGF)
(continued)

TERM OF CONTRACT:

The term of the contract will be specified in the Service Agreement, but shall not be less than two years. Successive two-year terms shall be provided unless terminated by written notice prior to 60 days of the contract anniversary date.

STANDARD TERMS AND CONDITIONS:

This Service Classification is subject to the Standard Terms and Conditions of this Tariff.

SPECIAL PROVISIONS:

1. Maximum Gas Usage and Deliveries

Service will be restricted to the maximum annual and hourly requirements, and the location and equipment specified in the Service Agreement. Upon request by customer, Company may deliver available quantities of gas in excess of maximum hourly requirement for limited periods. Such deliveries shall not be deemed to constitute a change in the requirements specified in the Service Agreement.

2. Qualifying Facilities and Reporting

Customer must certify that qualifying status has been granted by the FERC and any other agencies required to grant operating status to the facility. The Customer is required to file with the Company all publicly available reports, related to cogeneration operation, that are filed with State and Federal agencies.

3. Metering

Service supplied under this Service Classification shall be separately metered.

4. Unauthorized Use

This Service Classification is subject to Section I, Item 17, Unauthorized Gas Use of the Standard Terms and Conditions.

Date of Issue: ~~December 17, 2009xx1~~

Effective: Service Rendered
on and after ~~December 17,~~
~~2009xx2~~

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities

Dated ~~December 17, 2009xx3~~ in Docket No. ~~GR09030195xx4~~

ELIZABETHTOWN GAS
B. P. U. NO. ~~4415~~ – GAS
~~CANCELLING~~
~~B. P. U. NO. 13~~ – GAS

ORIGINAL SHEET NO.

FOURTH REVISED SHEET NO. 56

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SERVICE CLASSIFICATION – GAS LIGHT SERVICE (GLS)

This Service Classification is limited to un-metered Gas Lights whose cost of maintenance and repair shall be the responsibility of Customer.

APPLICABLE TO USE OF SERVICE FOR:

Customers who have the gas supply for their outdoor lighting fixtures connected directly to the gas service pipe without being metered.

CHARACTER OF SERVICE:

Continuous.

CHARGE PER MONTH:

The Distribution Charge for this service shall be at the flat rate of ~~\$6.477.00~~ per Mantel Equivalent, inclusive of taxes ~~and assessments~~, for each .02 therms of hourly input rating of the lighting fixtures. Input ratings shall be those of the manufacturer of the gas lighting fixtures or as determined by actual test or calculation made by Gas Company. The rate set forth above will be adjusted for the Periodic Basic Gas Supply Service Charge (BGSS-P) of this Tariff as well as all other applicable Riders of this Tariff and any additional taxes, ~~assessments~~ or similar charges that are lawfully imposed by the Company. Per Therm charges shall be determined by the Company using the following factors times the applicable rates noted above:

Mantel Equivalents = fixture input rating / .02 therms of hourly input
Un Metered Billing Therms = Mantel Equivalents *.02 * 24 hours * 365 / 12

MINIMUM MONTHLY CHARGE:

Flat rate as shown above.

TERM OF PAYMENT:

All bills are due upon presentation. Should a non-residential GLS Customer fail to make payment in full, the Company may, within the time period specified in and in accordance with Section 7.10 of the Standard Terms and Conditions of this Tariff, assess late payment charges.

Date of Issue: ~~October 21, 2015~~xx1

Effective: Service Rendered on and after ~~November 1, 2015~~
xx2

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities
Dated ~~October 15, 2015~~xx3 in Docket No. ~~GR15060656~~xx4

ELIZABETHTOWN GAS
B. P. U. NO. ~~4415~~ – GAS

ORIGINAL SHEET NO.

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~~B.P.U. NO. 13 – GAS~~

ORIGINAL SHEET NO. 57

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SERVICE CLASSIFICATION – GAS LIGHT SERVICE (GLS)
(continued)

TERM OF CONTRACT:

One year, and thereafter until terminated by five (5) days written notice.

STANDARD TERMS AND CONDITIONS:

This Service Classification is subject to the Standard Terms and Conditions of this Tariff.

Date of Issue: ~~December 17, 2009xx1~~

Effective: Service Rendered
on and after ~~December 17,~~
~~2009xx2~~

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities

Dated ~~December 17, 2009xx3~~ in Docket No. ~~GR09030195xx4~~

ELIZABETHTOWN GAS
B. P. U. NO. 4415 – GAS

ORIGINAL SHEET NO.

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~~B. P. U. NO. 13 – GAS~~

FIRST REVISED SHEET NO. 58

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SERVICE CLASSIFICATION - COGENERATION SERVICE – INTERRUPTIBLE (CSI)
CLOSED TO NEW CUSTOMERS

This Service Classification is only available to qualifying cogeneration facilities served under this classification on or after January 1, 2010, as well as additional facilities added at these customers existing cogeneration sites after this date.

The signing of a Service Agreement and Federal Energy Regulatory Commission (FERC) certification of qualifying status are conditions precedent to receiving service under this Service Classification.

APPLICABLE TO USE OF SERVICE FOR:

The sequential production of electrical and/or mechanical energy and useful thermal energy from the same fuel source by a Qualifying Facility as defined in Section 201 of the Regulatory Policies Act of 1978.

Customer must certify that qualifying status has been granted by the FERC and will be required to sign a Service Agreement. Service will be restricted to the maximum annual and hourly requirements, and the location and equipment specified in the Agreement.

CHARACTER OF SERVICE:

Interruptible.

Gas will be available at the sole option of the Gas Company when peaking supplies are not required to meet the gas demands of customers served under firm service classifications or other system requirements.

Service may be discontinued or curtailed at the sole option of the Gas Company after not less than three (3) hours notice by telephone or otherwise.

*CHARGE PER MONTH:

| | <u>Tax-Exempt</u> | <u>Taxable</u> |
|-----------------|--------------------------------|--------------------------------|
| Service Charge | \$101. 40 <u>20</u> | \$108. 37 <u>16</u> |
| Quantity Charge | * | * |

*The Quantity Charge shall be the monthly Basic Gas Supply Service Charge ("BGSS-M") plus \$0.0300 per therm pre taxes ~~and assessments~~. In addition, the total monthly charge will be adjusted for all applicable riders, or taxes ~~or assessments~~ of this tariff, ~~and the Board of Public Utilities' assessment~~.

Date of Issue: ~~December 21, 2016~~xx1

Effective: Service Rendered
on and after ~~January 1, 2017~~xx2

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities Sales & Use Tax Decrease Per P.L. 2016, c. 57 Dated xx3 in Docket No. ER16111054xx4

ELIZABETHTOWN GAS
B. P. U. NO. ~~4415~~ – GAS

ORIGINAL SHEET NO.

~~CANCELLING~~

~~B. P. U. NO. 13 – GAS~~

FIRST REVISED SHEET NO. 59

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SERVICE CLASSIFICATION – COGENERATION SERVICE – INTERRUPTIBLE (CSI)
CLOSED TO NEW CUSTOMERS

(continued)

MINIMUM MONTHLY CHARGE:

Service Charge.

TERM OF PAYMENT:

All bills are due upon presentation. Should the Customer fail to make payment in full, the Company may, within the time period specified in and in accordance with Section 7.10 of the Standard Terms and Conditions of this Tariff, assess late payment charges.

TERM OF CONTRACT:

The term of the contract will be specified in the Service Agreement, but shall not be less than one year. Successive one-year term extensions shall be provided for thereafter, unless terminated by written notice prior to 60 days of the contract anniversary date.

STANDARD TERMS AND CONDITIONS:

This Service Classification is subject to the Standard Terms and Conditions of this Tariff.

SPECIAL PROVISIONS:

1. Reports

Customer is required to file with the Company all publicly available reports, related to cogeneration operation, that are filed with State and Federal agencies.

2. Metering

Service supplied under this Service Classification shall be separately metered.

3. FERC Status

Customer must certify that qualifying status has been granted by the FERC and will be required to sign a Service Agreement. Service will be restricted to maximum annual and hourly requirements, and the location and equipment specified in the agreement. Upon request by customer, Elizabethtown may deliver available volumes of gas in excess of maximum hourly requirements for limited periods. Such deliveries shall not be deemed to constitute a change in the requirements specified in the Agreement.

Date of Issue: ~~November 10, 2010~~^{xx1}

Effective: Service Rendered
on and after ~~December 17,~~
~~2009~~^{xx2}

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities

Dated ~~December 17, 2009~~^{xx3} in Docket No. ~~GR09030195~~^{xx4}

ELIZABETHTOWN GAS
B. P. U. NO. ~~1415~~ – GAS
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~~B. P. U. NO. 13~~ – GAS

ORIGINAL SHEET NO.

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SERVICE CLASSIFICATION – COGENERATION SERVICE – INTERRUPTIBLE (CSI)
CLOSED TO NEW CUSTOMERS
(continued)

SPECIAL PROVISIONS: (continued)

4. Standby Equipment and Fuel

It is the Customer's full responsibility to have standby equipment installed and maintained in operating condition and a fuel supply adequate for its operation at all times.

5. Interruption of Service

The Company reserves the right to physically curtail the gas service to any Customer if, in the Company's sole judgment, such action is necessary to protect the operation of its system.

6. Gas Day

A "day" shall be a period of twenty-four (24) consecutive hours, beginning as near as practical to 8 a.m., or as otherwise agreed upon by Customer and Gas Company.

7. Tax Exemption

The cogeneration facility must be in compliance with N.J.S.A. 54:30A-50 in order to be exempt from applicable taxes ~~and assessments~~.

UNAUTHORIZED USE:

This Service Classification is subject to Section I, Item 17, Unauthorized Gas Use of the Standard Terms and Conditions.

TREATMENT OF REVENUES:

Eighty (80%) percent of all revenues produced under this Service Classification, exclusive of: Service Charges, and applicable Riders, taxes, ~~and assessments~~, and the BGSS-M component of the Quantity Charge which shall be credited to the BGSS, after removing applicable taxes ~~and assessments~~, shall be credited to the OSMC in accordance with the Board's Order in Docket No. GO99030122, 20% retained by the Company.

Date of Issue: ~~December 17, 2009xx1~~

Effective: Service Rendered on and after ~~December 17, 2009xx2~~

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities
Dated ~~December 17, 2009xx3~~ in Docket No. ~~GR09030195xx4~~

ELIZABETHTOWN GAS
B. P. U. NO. ~~4415~~ – GAS

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~~CANCELLING~~

~~B. P. U. NO. 13 – GAS~~

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SERVICE CLASSIFICATION – INTERRUPTIBLE SERVICE (IS)

The signing of a service agreement is a condition precedent to receiving service under this classification. The Service Agreement will include the Customer's maximum daily requirements.

APPLICABLE TO USE OF SERVICE FOR:

Industrial boiler and commercial boiler use customers having an alternate fuel capability with a daily demand of not less than 500 therms per day up to a maximum daily demand as set forth in the Service Agreement, providing the Gas Company facilities are suitable and when the Gas Company in its sole discretion deems sufficient gas supplies to be available for this service.

Gas delivered will be separately metered and shall not be used interchangeably with gas supplied under any other Service Classification.

CHARACTER OF SERVICE:

Interruptible

Gas will be available for interruptible service at the sole option of the Gas Company when peaking supplies are not required to meet the gas demands of customers served under firm service classifications or other system requirements. Service may be discontinued or curtailed at the sole option of the Gas Company after not less than three (3) hours notice by telephone or otherwise. See also Special Provision – Alternative Fuel Requirement.

*CHARGE PER MONTH:

| | |
|---------------------------|------------------------|
| Service Charge | \$356. 7503 |
| Demand Charge per DCQ | \$0.081 |
| Quantity Charge per Therm | ** - |

*The charges set forth above include sales and use tax, unless noted tax exempt, and will be adjusted for all other applicable Riders of this Tariff and any additional taxes or similar charges that are lawfully imposed by the Company.

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**The Quantity Charge shall be \$0.05187 per therm plus the BGSS-M Charge of Rider "A", plus all other applicable Riders of this Tariff and any additional taxes, ~~assessments~~ or similar charges that are lawfully imposed by the Company. However, it may be adjusted at the sole discretion of the Company each month, upon five (5) days notice to the Board, to a price as described below:

A price equal to the estimated market price expressed in an equivalent rate per therm for No. 2 grade fuel oil using an average BTU content of 136,000 but not less than the floor price nor greater than the ceiling price as described as follows:

Date of Issue: ~~December 21, 2016xx1~~

Effective: Service Rendered
on and after ~~January 1, 2017xx2~~

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities Sales & Use Tax Decrease Per P.L. 2016, c. 57
Dated xx3 in Docket No. ER16141054xx4

ELIZABETHTOWN GAS
B. P. U. NO. ~~4415~~ – GAS

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FIRSTREVISED SHEET NO. 62

SERVICE CLASSIFICATION – INTERRUPTIBLE SERVICE (IS)
(continued)

CHARGE PER MONTH: (continued)

The floor price, as determined monthly, shall be the BGSS-M and an adjustment for applicable taxes ~~and assessments~~, plus applicable Riders of this tariff, plus \$0.016 per therm during the period April through October or \$0.032 per therm during the period November through March and any additional taxes, ~~assessments~~ or similar charges that are lawfully imposed by the Company.

The ceiling price shall be ~~\$0.9447-0.9427~~ per therm plus the BGSS-M Charge of Rider "A", plus applicable Riders of this Tariff and any additional taxes, ~~assessments~~ or similar charges that are lawfully imposed by the Company. The ceiling price will be reviewed for possible adjustment if the spot price for Futures Contract Crude Oil – Light Sweet, as published in the Wall Street Journal, exceeds \$130.00 per barrel.

DETERMINATION OF THE DEMAND CHARGE QUANTITY ("DCQ"):

The DCQ will be determined by the Customer's maximum daily requirements in terms of therms per day and included in the Service Agreement.

The DCQ level shall be the highest actual daily metered consumption registered from an approved automatic meter reading device at Customer's premises within a period of not less than two years, but up to three years immediately preceding the Customer obtaining service or renewing a Service Agreement under this Service Classification if such information is available. Otherwise DCQ shall be set equal to the product of (1) the highest winter monthly consumption for the most recent winter (October through April), normalized for weather, divided by the applicable number of days in the respective billing month, and (2) 1.36, provided that DCQ shall not be less than the highest non-winter month consumption divided by the applicable number of days in the respective billing month. For process loads, the Company may base the DCQ on historical consumption. If historical consumption information is not available, then (a) the initial DCQ level shall be based upon the Customer's gas utilization equipment expressed in consumption per day, and (b) after twelve (12) months of actual consumption has been metered, the DCQ level shall be redetermined. If the Customer's maximum daily usage exceeds the DCQ as stated in the Service Agreement more than three (3) times in twelve (12) months, the Company may increase the DCQ in the Service Agreement to the highest level experienced during the previous 12 months.

MINIMUM MONTHLY CHARGE:

The sum of the Service Charge and the Demand Charge.

Date of Issue: ~~December 21, 2016~~~~xx1~~

Effective: Service Rendered
on and after ~~January 1, 2017~~~~xx2~~

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to ~~Order of the Board of Public Utilities Sales &
Use Tax Decrease Per P.L. 2016, c. 57~~
~~Dated xx3~~ in Docket No. ~~ER16111054~~~~xx4~~

ELIZABETHTOWN GAS
B. P. U. NO. ~~4415~~ – GAS

ORIGINAL SHEET NO.

~~CANCELLING~~

~~B. P. U. NO. 13 – GAS~~

FIRST REVISED SHEET NO. ~~63~~

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SERVICE CLASSIFICATION – INTERRUPTIBLE SERVICE (IS)

(continued)

TERM OF PAYMENT:

All bills are due upon presentation. Should the Customer fail to make payment in full, the Company may, within the time period specified in and in accordance with Section 7.10 of the Standard Terms and Conditions of this Tariff, assess late payment charges.

TERM OF CONTRACT:

Not less than one (1) year, and for successive one (1) year terms thereafter unless terminated by written notice prior to sixty (60) days of the contract anniversary date.

STANDARD TERMS AND CONDITIONS:

This Service Classification is subject to the Standard Terms and Conditions of this Tariff.

SPECIAL PROVISIONS:

1. Standby Equipment and Fuel

It is the Customer's full responsibility to have standby equipment installed and maintained in operating condition and a fuel supply adequate for its operation at all times. The Customer shall provide the Gas Company with an affidavit certifying the grade and sulphur content of fuel oil that can be utilized in the facilities served under this service classification or a description of the alternate fuel used.

2. Pilot Gas

Any gas consumed for pilot lights shall be billed at the GDS rate schedule. Separate metering shall be used where practicable. Where such metering is not practical, a fixed monthly charge based upon the rated input of the pilot will be billed to the Customer.

3. Emergency Service

If an IS Customer requests gas on an emergency basis when gas service would otherwise be precluded under the terms of this service classification, the Gas Company may in its sole discretion tender gas if it determines that an emergency does exist and the Gas Company has the ability to provide the gas service. Gas consumed under the provision will be priced at a rate per therm equal to the greater of:

Date of Issue: ~~November 10, 2010~~^{xx1}

Effective: Service Rendered
on and after ~~December 17,~~
~~2009~~^{xx2}

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities

Dated ~~December 17, 2009~~^{xx3} in Docket No. ~~GR09030195~~^{xx4}

ELIZABETHTOWN GAS
B. P. U. NO. ~~4415~~ – GAS

ORIGINAL SHEET NO. ~~64~~

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~~B. P. U. NO. 13 – GAS~~

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SERVICE CLASSIFICATION – INTERRUPTIBLE SERVICE (IS)
(continued)

SPECIAL PROVISIONS: (continued)

3. Emergency Service (continued)

- a) the incremental cost of gas, as determined by the Gas Company, during the time such service is rendered adjusted for the applicable taxes ~~and assessments~~, plus five (5) cents per therm, or
- b) the Distribution Charge of the GDS Service Classification rate plus the BGSS-M charge of Rider "A".

4. Plant Shutdown

In the event Customer is compelled to shut down operation of its manufacturing or commercial facilities because of a major disaster, major strike, or a lawful order of any court or administrative agency having jurisdiction, Gas Company, upon written request from Customer, may not apply or collect from Customer the minimum monthly charge established herein during the period Customer's plant shall remain so shut down, and, upon receipt of such request, Gas Company shall have the right to terminate the contract as of the date when such request is received or at any other time during the period of suspension of said minimum monthly charge.

5. Unauthorized Use

This Service Classification is subject to Section I, Item 17, Unauthorized Gas Use of the Standard Terms and Conditions.

6. Alternative Fuel Requirement

As of November 1 of each year, interruptible Customers using No. 2 fuel oil, No. 4 fuel, jet fuel or kerosene are required to have seven (7) days of alternative fuel either on hand or, if a Customer's on-site storage capacity is less than seven (7) days, then full storage capacity plus additional firm contractual supply arrangements to equal seven (7) days. On or before November 1st, Customers shall submit an "Alternative Fuel Certification" indicating they have met the above requirements and the alternative fuel used or will agree to suspend operations during an interruption. Customers who fail to discontinue natural gas use, consistent with the terms and conditions of the relevant interruptible tariff, shall be assessed a charge based on Unauthorized Use.

Date of Issue: ~~December 17, 2009xx1~~

Effective: Service Rendered
on and after ~~December 17, 2009xx2~~

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities

Dated ~~December 17, 2009xx3~~ in Docket No. ~~GR09030195xx4~~

ELIZABETHTOWN GAS
B. P. U. NO. ~~4415~~ – GAS

ORIGINAL SHEET NO.

~~CANCELLING~~

~~B. P. U. NO. 13 – GAS~~

ORIGINAL SHEET NO. ~~65~~

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SERVICE CLASSIFICATION – INTERRUPTIBLE SERVICE (IS)
(continued)

SPECIAL PROVISIONS: (continued)

7. Treatment of Revenues

Eighty (80%) percent of all revenues produced under this Service Classification, exclusive of: Service Charges, Demand Charges, applicable Riders; taxes ~~and assessments~~ and the floor price, which shall be credited to the BGSS, after removing applicable taxes ~~and assessments~~, shall be credited to the OSMC in accordance with the Board's Order in Docket No. GO99030122, 20% retained by the Company.

Date of Issue: ~~December 17, 2009xx1~~

Effective: Service Rendered on and after ~~December 17, 2009xx2~~

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities
Dated ~~December 17, 2009xx3~~ in Docket No. ~~GR09030195xx4~~

ELIZABETHTOWN GAS
B. P. U. NO. 4415 – GAS

ORIGINAL SHEET NO.

~~CANCELLING~~

~~B. P. U. NO. 13 – GAS~~

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SERVICE CLASSIFICATION – CONTRACT SERVICE (CS)

This service classification is limited to those customers or their successors and assigns under contract on July 18, 1977.

APPLICABLE TO USE OF SERVICE FOR:

Large volume boiler or turbine fuel with connected load in excess of 35,000 therms per day. Terms of service including pressure, capital repayment, operation condition are separately set forth in individual agreements between the Gas Company and the customers.

Contracts in effect are with:

~~Riegel Products Company – Milford & Warren Glen Plants.~~

~~Jersey Central Power & Light Company – Service to Gilbert Generating Station and to Glen Gardner Generating Station per service initially begun with Jersey Central Power & Light Company.~~

CHARACTER OF SERVICE:

Gas will be available at the sole option of the Gas Company when peaking supplies are not required to meet the gas demands of customers served under firm service classifications or other system requirements.

The Gas Company reserves the right to interrupt this service upon three (3) hours notice by telephone or otherwise if in its sole discretion continuance of service would adversely impact on its ability to adequately serve other Customers or for other operational reasons.

RATE:

Jersey Central Power and Light Company – not to exceed \$0.~~0821~~0819 per therm plus the BGSS-M Charge, plus the applicable Riders of this Tariff, net of Sales and Use Tax, in effect at the time of rendering service, but not less than the floor price. The floor price, as determined monthly, shall be the BGSS-M plus pre tax rates of \$0.0150 ~~4.5 cents~~ per therm during the period April through October or ~~3.2 cents~~\$0.0320 per therm during the period November through March, plus applicable Riders of this Tariff, plus an adjustment for any other charges lawfully imposed by the Company~~applicable assessments.~~

The rate to be charged will be determined solely by the Company within the range described above.

Date of Issue: ~~December 17, 2009~~xx1

Effective: Service Rendered on and after ~~December 17, 2009~~xx2

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities

Dated ~~December 17, 2009~~xx3 in Docket No. ~~GR09030195~~xx4

ELIZABETHTOWN GAS
B. P. U. NO. 4415 – GAS

ORIGINAL SHEET NO.

~~CANCELLING~~

~~B. P. U. NO. 13 – GAS~~

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SERVICE CLASSIFICATION – CONTRACT SERVICE (CS)

(continued)

~~RATE: (continued)~~

~~Riegel Products Company – not to exceed 14.90 cents per therm plus all applicable Riders of this Tariff, plus the BGSS-M Charge in effect at the time of rendering service, but not less than the floor price. The floor price is as described above, but adjusted for applicable taxes and assessments.~~

TERM OF PAYMENT:

All bills are due upon presentation. Should the Customer fail to make payment in full, the Company may, within the time period specified in and in accordance with Section 7.10 of the Standard Terms and Conditions of this Tariff, assess late payment charges.

TERM OF CONTRACT:

One year, and for successive one (1) year terms thereafter unless terminated by written notice prior to sixty (60) days of the contract anniversary date.

SPECIAL PROVISIONS:

1. BTU Adjustment

For purposes of billing, all gas volumes delivered under this service classification shall be converted to therms by multiplying the daily volume at standard conditions of pressure (14.73 psia) and temperature (60°F) by the average daily BTU value of the gas.

2. Emergency Service

Emergency service will be provided upon request if the Gas Company in its sole judgment has the facility capability and the gas supplies to render such service. The rate charged for such service shall be equal to the greater of: a) the incremental cost of gas required by the system at the time the emergency service is rendered plus five cents per therm or b) 145 percent of the "projected purchased gas cost used in determining the current BGSS-M Charge for the purposes of Rider A; plus an adjustment for applicable taxes ~~or similar charges and assessments (for Riegel Paper Products Sales and Use Tax shall be added; for Jersey Central Power & Light Company the assessments shall be added)~~. Excess revenues derived from this provision (exclusive of any adjustments) will be applied to the BGSS Charge as recovered gas costs.

Date of Issue: ~~December 23, 2013xx1~~

Effective: Service Rendered
on and after ~~January 1, 2014xx2~~

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

~~Filed Pursuant to the Board Secretary's Letter Dated December 18, 2013
I/M/O the Phase Out of the Transitional Energy Facility Assessment ("TEFA")
Pursuant to N.J.S.A. 48:2-21.34(5) and N.J.S.A. 54:30A-102 in Docket No. E011110800
Filed Pursuant to Order of the Board of Public Utilities
Dated xx3 in Docket No. xx4~~

ELIZABETHTOWN GAS
B. P. U. NO. 4415 – GAS

ORIGINAL SHEET NO.

~~CANCELLING~~

~~B. P. U. NO. 13 – GAS~~

ORIGINAL SHEET NO. 68

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SERVICE CLASSIFICATION – CONTRACT SERVICE (CS)
(continued)

SPECIAL PROVISIONS: (continued)

3. Special Purchases

Gas purchased specifically for ~~the Service to Gilbert Generating Station and to Glen Gardner Generating Station~~ ~~accounts of Riegel Products and/or Jersey Central Power & Light Company~~ shall be sold to the ~~Customer~~ ~~customer(s)~~ incrementally subject to the following conditions as agreed to in writing by all parties and to be in effect for the entire transaction period as specified below:

- a) Type of Service
- b) Duration of Agreement
- c) If the rate agreed upon is to be based upon an oil parity, the following shall be specified in the agreement:
 - (1) Type of oil to be used for parity purposes
 - (2) The source from which oil prices will be taken and the method by which the oil parity rate will be computed
 - (3) The appropriate adjustments to be made to the oil parity rate
 - (4) The frequency with which the oil parity will be recomputed
- d) The rate when an oil parity rate is not used
- e) Special contract provisions

The BGSS Charge of this tariff shall not apply to the services provided under this provision. Similarly, all volumes shall be excluded from the calculations associated with the clause.

4. Transportation of Customer Gas

Gas purchased by the Customer and made available for Transportation through the Company system will be delivered to Customer subject to the terms and conditions of a Service Agreement signed by all parties.

Date of Issue: ~~December 17, 2009~~~~xx1~~

Effective: Service Rendered
on and after ~~December 17,~~
~~2009~~~~xx2~~

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities

Dated ~~December 17, 2009~~~~xx3~~ in Docket No. ~~GR09030195~~~~xx4~~

ELIZABETHTOWN GAS
B. P. U. NO. ~~4415~~ – GAS

ORIGINAL SHEET NO.

~~CANCELLING~~

~~B. P. U. NO. 13 – GAS~~

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SERVICE CLASSIFICATION – CONTRACT SERVICE (CS)
(continued)

SPECIAL PROVISIONS: (continued)

4. Transportation of Customer Gas (continued)

The Service Agreement shall specify the following:

- a) Type of Service
- b) Duration of Agreement
- c) Charges associated with the Service
- d) Special contract provisions

5. Storage Service

- a) Firm Storage

Availability of Storage Service will be announced by the Company by February 1 of each year. The Customer may subscribe for Firm Storage Service by March 1 of each year. If oversubscribed, the available level of service will be offered pro rata, based on the Customer's actual usage during the 12 months ended December 31. Firm Storage Service will be available for a contract year running May 1 through April 30.

The Storage Service will be available at a 100 day withdrawal rate or a 150 day withdrawal rate. Injections into storage may be made between May 1 and October 31 at a daily rate not to exceed 1/180 of the contracted storage capacity. Withdrawals may be made between November 1 and April 30 at a daily rate not to exceed contract amount as set forth in the Service Agreement. All storage gas must be taken out by April 30. The Company may at times relax these operating conditions if it determines such can be done without adversely affecting service to its sales customers.

Date of Issue: ~~December 17, 2009xx1~~

Effective: Service Rendered
on and after ~~December 17,~~
~~2009xx2~~

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities

Dated ~~December 17, 2009xx3~~ in Docket No. ~~GR09030195xx4~~

ELIZABETHTOWN GAS
B. P. U. NO. ~~4415~~ – GAS

ORIGINAL SHEET NO.

~~CANCELLING~~

~~B. P. U. NO. 13 – GAS~~

ORIGINAL SHEET NO. ~~70~~

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SERVICE CLASSIFICATION – CONTRACT SERVICE (CS)
(continued)

SPECIAL PROVISIONS: (continued)

5. Storage Service (continued)

The charges for Firm Storage Service are as follows:

| | | |
|----------------------------|---------|-----------|
| Customer Accounting Charge | \$69.55 | per month |
| Injection Charge | \$0.086 | per Dth |
| Withdrawal Charge | None | |

Storage Demand Charge (Monthly Charge for 12 Months)

| | | |
|-------------------------|---------|--|
| 100 day withdrawal rate | \$0.152 | per Dth of contracted storage capacity |
| 150 day withdrawal rate | \$0.116 | per Dth of contracted storage capacity |

The Company and Customer will enter into a Service Agreement specifying the maximum daily delivery amount and total storage capacity amount. The Customer may not obtain a maximum daily delivery amount in excess of 50% of their maximum daily demand for gas and in no event greater than the maximum daily delivery amount in their Transportation Service Agreement.

b) Limited Storage Service

For the period May through October the Company may offer a limited Storage Service. The charges for such service shall be as follows:

| | | |
|----------------------------|--------------------|--|
| Customer Accounting Charge | \$69.55 | per month |
| Injection Charge | \$0.086 | per Dth |
| Withdrawal Charge | None | |
| Storage Demand Charge | \$0.041 | per Dth of contracted storage capacity |

Date of Issue: ~~December 17, 2009xx1~~

Effective: Service Rendered
on and after ~~December 17,~~
~~2009xx2~~

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities

Dated ~~December 17, 2009xx3~~ in Docket No. ~~GR09030195xx4~~

ELIZABETHTOWN GAS
B. P. U. NO. ~~4415~~ – GAS

ORIGINAL SHEET NO. ~~70~~

~~CANCELLING~~

~~B. P. U. NO. 13 – GAS~~

ORIGINAL SHEET NO. ~~71~~

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SERVICE CLASSIFICATION – CONTRACT SERVICE (CS)

(continued)

SPECIAL PROVISIONS: (continued)

b) Limited Storage Service (continued)

The Company and Customer will enter into a Service Agreement specifying the maximum daily delivery amount and the total storage capacity amount. The Service Agreement will also describe when and how injection and withdrawals can be made. The Customer may not obtain storage capacity for more than 50% of their most recent historical gas consumption for the period of May to October, however that level of consumption may be adjusted upward if the Customer were using alternate fuel instead of gas.

6. Treatment of Revenues

All revenues produced under this Service Classification, exclusive of; Service Charges, and applicable Riders, taxes ~~and assessments~~, and revenues resulting from service under Special Provisions 2, will be apportioned as follows:

a) Sales made under the Rate provision of this service classification:

All remaining revenues in excess of the floor price of gas, after removing applicable taxes ~~and assessments~~, shall be subject to revenue sharing – 80% credited to the OSMC in accordance with the Board's Order in Docket No. GO99030122, 20% retained by the Company.

b) Sales made under Special Provision 3 of this service classification:

All remaining revenues in excess of the costs associated with the special gas purchase shall be subject to revenue sharing – 80% credited to the OSMC in accordance with the Board's Order in Docket No. GO99030122, 20% retained by the Company.

c) Services provided under Special Provision 4 of this service classification:

All remaining revenues in excess of any incremental administrative costs incurred in providing this service shall be subject to revenue sharing – 80% credited to the OSMC in accordance with the Board's Order in Docket No. GO99030122, 20% retained by the Company.

d) Services provided under Special Provision 5 of this service classification:

All remaining revenues in excess of the Customer Accounting Charge shall be subject to revenue sharing – 80% credited to the OSMC in accordance with the Board's Order in Docket No. GO99030122, 20% retained by the Company.

Date of Issue: ~~December 17, 2009xx1~~

Effective: Service Rendered
on and after ~~December 17,~~
~~2009xx2~~

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities

Dated ~~December 17, 2009xx3~~ in Docket No. ~~GR09030195xx4~~

ELIZABETHTOWN GAS
B. P. U. NO. 4415 – GAS

ORIGINAL SHEET NO.

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~~B. P. U. NO. 13 – GAS~~

~~FIRST REVISED SHEET NO. 72~~

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SERVICE CLASSIFICATION – CONTRACT SERVICE (CS)
(continued)

SPECIAL PROVISIONS: (continued)

7. Contract Review

To the extent that any new contracts with terms in excess of three (3) years are entered into under Special Provision 3, 4 and/or 5 of this service classification or any existing contracts under Special Provision 3, 4 and/or 5 with terms in excess of three (3) years are amended, the Company is required to submit such contracts or amendments to the Staff of the Board of Public Utilities for review thirty days prior to the effective date of such contract or amendment.

8. Societal Benefits Charge

The rates set forth above will be adjusted for the Societal Benefits Charge of this Tariff, Rider "D".

9. Applicable Taxes and Assessments

~~In accordance with P.L. 1997, c. 162, the~~The charges in this Rate Schedule will include provision for the New Jersey Sales and Use Tax. When billed to customers exempt from one or more of these taxes, such charges will be reduced by the relevant amount of such taxes included therein.

Date of Issue: ~~December 23, 2013~~xx1

Effective: Service Rendered on and after ~~January 1, 2014~~xx2

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

~~Filed Pursuant to the Board Secretary's Letter Dated December 18, 2013
I/M/O the Phase Out of the Transitional Energy Facility Assessment ("TEFA")
Pursuant to N.J.S.A. 48:2-21.34(5) and N.J.S.A. 54:30A-102 in Docket No. E011110800
Filed Pursuant to Order of the Board of Public Utilities
Dated xx3 in Docket No. xx4~~

ELIZABETHTOWN GAS
B. P. U. NO. ~~4415~~ – GAS

ORIGINAL SHEET NO.

~~CANCELLING~~

~~B. P. U. NO. 13 – GAS~~

SECOND REVISED SHEET NO. 73

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SERVICE CLASSIFICATION – SUPPLEMENTAL INTERRUPTIBLE SERVICE (SIS)

This service classification is for a limited term. The signing of a service agreement by the customer with the Gas Company is a condition precedent to receiving service under this service classification.

APPLICABLE TO USE OF SERVICE FOR:

Customers under service classification EGF, CSI, LVD, IS or ITS up to a maximum daily demand as set forth in their existing service agreement, or as set forth in the service agreement under this service classification, providing that Gas Company facilities are suitable and gas supplies can be secured for this service.

CHARACTER OF SERVICE:

Gas will be made available for this service only to the extent that such gas supplies can be incrementally purchased or produced.

The Gas Company reserves the right to interrupt this service upon three (3) hours notice by telephone or otherwise if in its sole discretion continuance of service would adversely impact on its ability to adequately serve other customers or for other operational reasons.

RATE:

1. Service Charge

Upon initial request of SIS service, customer will be charged an amount equal to the monthly service charge of the customer's existing rate. This charge will be reassessed for subsequent initial requests made after June 30 of any year. In addition a ~~\$50.00~~ fifty-dollar daily charge will be assessed, pre-taxes ~~and assessments~~, for each day SIS is utilized.

2. Quantity Charge

The rate per therm for gas used shall be set within a range computed to be (a) the incremental cost of purchasing or producing said gas plus all applicable taxes ~~and assessments~~ plus \$0.0757 per therm and (b) the effective IS rate.

TERM OF PAYMENT:

All bills are due upon presentation. Should the Customer fail to make payment in full, the Company may, within the time period specified in and in accordance with Section 7.10 of the Standard Terms and Conditions of this Tariff, assess late payment charges.

Date of Issue: ~~December 21, 2016~~xx1

Effective: Service Rendered
on and after ~~January 1, 2017~~
xx2

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities ~~Sales &
Use Tax Decrease Per P.L. 2016, c.57~~

Dated ~~December 17, 2009~~xx3 in Docket No. ~~ER161411054~~xx4

ELIZABETHTOWN GAS
B. P. U. NO. 4415 – GAS

ORIGINAL SHEET NO.

~~CANCELLING~~

~~B. P. U. NO. 13 – GAS~~

ORIGINAL SHEET NO. 74

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SERVICE CLASSIFICATION – SUPPLEMENTAL INTERRUPTIBLE SERVICE (SIS)

(continued)

SPECIAL PROVISIONS:

1. Offering of Service

Unless otherwise agreed to in the service agreement:

- a) Any customer who does not accept gas offered under this rate schedule within the period of time allotted by the Company shall be deemed to have rejected such offer and waived all entitlements to the offered gas.
- b) Customers normally served under the IS service classification will be offered gas under this service classification only when Interruptible Gas Service does not satisfy total customer requirements. Any gas supplies available under this service classification shall be offered to qualified customers on a prorated basis utilizing the Daily Demand Requirements as set forth in the service agreements as the criteria for proration, subject to the operating capabilities and system requirements of the Company.

2. Basic Gas Supply Service Charge

Gas purchased for sale under this service classification shall not be included as part of the gas costs recoverable through the BGSS Charge.

3. Treatment of Revenues

The revenue (exclusive of any service charges and applicable riders, taxes and ~~assessments other similar charges~~) on a per therm basis produced under this service classification that exceeds the per therm cost of the incrementally purchased or produced gas including applicable taxes and ~~assessments other similar charges~~ shall be subject to the revenue sharing formula associated with the customer's regular service classification.

4. Obligation To Take Requested Service

If the customer requests service be rendered under this service classification and if such gas when offered is not used by the customer, the customer will be subject to being charged a per therm rate equivalent to the difference between the average gas costs as shown in the then current BGSS Charge and the actual gas cost for all therms unsold by the Gas Company under this service classification during the applicable BGSS Charge period. These revenues will be applied to the BGSS Charge as recovered gas costs. The gas cost and volumes would be applied to the BGSS Charge as purchased gas costs and available volumes.

Date of Issue: ~~December 17, 2009xx1~~

Effective: Service Rendered
on and after ~~December 17, 2009xx2~~

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities

Dated ~~December 17, 2009xx3~~ in Docket No. ~~GR09030195xx4~~

ELIZABETHTOWN GAS
B. P. U. NO. ~~4415~~ – GAS

ORIGINAL SHEET NO.

~~CANCELLING~~

~~B. P. U. NO. 13 – GAS~~

ORIGINAL SHEET NO. ~~75~~

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SERVICE CLASSIFICATION – SUPPLEMENTAL INTERRUPTIBLE SERVICE (SIS)
(continued)

SPECIAL PROVISIONS: (continued)

5. Pricing Modification

The methodology and pricing set forth in the Rate section of this Service Classification may be modified in the service agreement, if agreed to by the Customer and the Company, in order to accommodate market conditions or special customer requirements (including special requirements if the customer commits to use gas for a suitable cogeneration facility).

Date of Issue: ~~December 17, 2009xx1~~

Effective: Service Rendered on and after ~~December 17, 2009xx2~~

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities

Dated ~~December 17, 2009xx3~~ in Docket No. ~~GR09030195xx4~~

ELIZABETHTOWN GAS
B. P. U. NO. ~~4415~~ – GAS

ORIGINAL SHEET NO.

~~CANCELLING~~

~~B. P. U. NO. 13 – GAS~~

FOURTH REVISED SHEET NO. 76

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SERVICE CLASSIFICATION – FIRM TRANSPORTATION SERVICE (FTS)

The signing of a Service Agreement and possession by the Customer of a fully executed contract to purchase gas from a third party are conditions precedent to receiving service under this Service Classification.

APPLICABLE TO USE OF SERVICE FOR:

Customers with a Demand Charge Quantity (DCQ) in excess of 2,000 therms per day.

CHARACTER OF SERVICE:

This service will be offered on a Firm basis subject to curtailment provisions as set forth in Section 17 of the Standard Terms and Conditions of this Tariff.

The availability of service to be offered for contract under this Service Classification shall be determined at the sole discretion of the Company and will be offered on a first come first served basis.

*CHARGE PER MONTH:

| | <u>Tax-Exempt</u> | <u>Taxable</u> |
|-------------------------------|----------------------------|----------------------------|
| Service Charge | \$ 175.17257.01 | \$ 187.24274.68 |
| Demand Charge per DCQ | \$ 0.758966 | \$ 0.8401.032 |
| Distribution Charge per Therm | \$ 0.07040503 | \$ 0.07520538 |

*The charges set forth above include sales and use tax, unless noted tax exempt, ~~and assessments~~, and will be adjusted for all other applicable Riders of this Tariff and any additional taxes, ~~assessments~~ or similar charges that are lawfully imposed by the Company.

DETERMINATION OF THE DEMAND CHARGE QUANTITY (DCQ):

The DCQ will be determined by the Customer's maximum daily requirements in terms of therms per day and included in the Service Agreement.

The DCQ level shall be the highest actual daily metered consumption registered from an approved automatic meter reading device at Customer's premises within a period of not less than two years, but up to three years immediately preceding the Customer obtaining service or renewing a Service Agreement under this Service Classification if such information is available. Otherwise Daily Contract Demand shall be set equal to the product of (1) the highest winter monthly consumption for the most recent winter (October through April) divided by the applicable

Date of Issue: ~~December 21, 2016xx1~~

Effective: Service Rendered
on and after ~~January 1, 2017xx2~~

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities Sales & Use Tax Decrease Per P.L. 2016, c. 57 Dated xx3 in Docket No. ER16111054xx4

ELIZABETHTOWN GAS
B. P. U. NO. ~~1415~~ – GAS
~~CANCELLING~~
~~B. P. U. NO. 13~~ – GAS

ORIGINAL SHEET NO.

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SERVICE CLASSIFICATION – FIRM TRANSPORTATION SERVICE (FTS)
(continued)

DETERMINATION OF THE DEMAND CHARGE QUANTITY (DCQ): (continued)

number of days in the respective billing month, and (2) 1.36, provided that DCQ shall not be less than the highest non-winter month consumption divided by the applicable number of days in the respective billing month. For process loads, the Company may base the DCQ on historical consumption. If historical consumption information is not available, then (a) the initial DCQ level shall be based upon the Customer's gas utilization equipment expressed in consumption per day, and (b) after twelve (12) months of actual consumption has been metered, the DCQ level shall be redetermined.

If the Customer's maximum daily usage exceeds the DCQ as stated in the Service Agreement more than three (3) times in twelve (12) months, the Company may increase the DCQ in the Service Agreement.

MINIMUM MONTHLY CHARGE:

The sum of the Service Charge and Demand Charge.

TERM OF PAYMENT:

All bills are due upon presentation. Should the Customer fail to make payment in full, the Company may, within the time period specified in and in accordance with Section 7.10 of the Standard Terms and Conditions of this Tariff, assess late payment charges.

TERM OF CONTRACT:

The term of the contract will be as specified in the individual Service Agreement, however, the term shall not be less than one year. The term of the contract will automatically renew unless the Customer notifies the Company in writing sixty (60) days prior to contract termination. In the event that a customer ceases operations completely or moves its operations to a location where the Company does not provide service, Customer shall not be liable for further charges under the Service Agreement upon notification to the Company in writing.

STANDARD TERMS AND CONDITIONS:

This Service Classification is subject to the Standard Terms and Conditions of this Tariff.

Date of Issue: ~~November 10, 2010~~xx1

Effective: Service Rendered
on and after ~~December 17, 2009~~
xx2

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities

Dated ~~December 17, 2009~~xx3 in Docket No. ~~GR09030195~~xx4

ELIZABETHTOWN GAS
B. P. U. NO. 4415 – GAS

ORIGINAL SHEET NO.

~~CANCELLING~~

~~B. P. U. NO. 13 – GAS~~

ORIGINAL SHEET NO. 78

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SERVICE CLASSIFICATION – FIRM TRANSPORTATION SERVICE (FTS)
(continued)

SPECIAL PROVISIONS:

1. Gas Commingling

Service under this classification is provided by the Company within its service territory for the Customer. The gas transported under this Service Classification is not the property of the Company. However, the Company reserves the right to commingle such gas, when necessary, in accordance with the applicable curtailment provisions of this Tariff.

2. Transportation to Gas Company Facilities

The Company is not responsible for making arrangements for transportation service customers for transporting the gas from its source to the Company's interconnection with the delivering pipeline supplier.

3. Nominations for Service

The Customer's TPS shall nominate on behalf of its Customers total monthly requirements for that billing month.

4. Utilizing a Third Party Supplier

Customers utilizing brokers, marketers or other third party suppliers (collectively Third Party Suppliers ("TPS")) either as agents or as suppliers of gas into the Company's system, must notify the Company in writing of the TPS that will be used in any particular month. Customer agrees that as between the Company and Customer, the Company shall be entitled to rely upon information concerning deliveries of natural gas on behalf of Customer provided by TPS. Any Customer or TPS that wishes to deliver gas into the Company's system prior to commencing deliveries must be a qualified TPS under the Company's TPS service classification.

~~Customer may only change TPS by providing Company with written notice. Customer will not be charged to designate its initial TPS or to change TPS once during any annual period. However, Customers will be charged a \$50.00 fee for each additional change of its TPS within an annual period. Changes in the designation of a TPS received by the fifteenth (15th) of the month will be effective in the following month.~~

Date of Issue: ~~December 17, 2009xx1~~

Effective: Service Rendered
on and after ~~December 17,~~
~~2009xx2~~

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities

Dated ~~December 17, 2009xx3~~ in Docket No. ~~GR09030195xx4~~

ELIZABETHTOWN GAS
B. P. U. NO. 4415 – GAS

ORIGINAL SHEET NO.

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~~B. P. U. NO. 13 – GAS~~

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SERVICE CLASSIFICATION – FIRM TRANSPORTATION SERVICE (FTS)

(continued)

SPECIAL PROVISIONS: (continued)

5. Imbalance Charges

To the extent that a TPS ceases operations or under delivers gas, Customers shall be ultimately responsible for payment of any charges not paid for by their TPS, including but not limited to daily and or monthly imbalance charges for gas supplies consumed by Customer but not delivered by TPS. In the event a TPS fails to pay these charges the customers shall be billed directly by the Company for their direct portion, if by their non-compliance to Company directives to cease gas use, and/or a prorata share by applying the Allocation of Supply terms of the TPS Service Classification, except that essential service gas customers will first be credited with standby gas purchased by the TPS on their behalf.

6. Automatic Meter Reading (AMR) Equipment for Customers

In order to utilize this service, (AMR) equipment is required. Customer shall pay for all costs to install (AMR) equipment including power, communications and other equipment as specified by the Company and provide access for such equipment. The cost of any Company equipment may be paid by Customer over a one (1) year or some lesser period by means of a monthly surcharge designed to recover the cost of the equipment plus interest equal to the Company's overall rate of return as authorized from time to time by the New Jersey Board of Public Utilities. Payments made by the Customer shall not give the Customers ownership of the equipment, which shall remain the sole property of the Company.

7. Unauthorized Use

This Service Classification is subject to Section I, Item 17, Unauthorized Gas Use of the Standard Terms and Conditions.

8. Gas Supply Obligation

In the event that Customer's TPS fails to deliver, the Company may, in its sole discretion, provide replacement gas supplies. The Company shall have no obligation to provide natural gas supplies to Customers that contract for TPS Service, except for those whose TPS contracted for Standby Service, limited to Essential Gas User customers. In the event that a Customer that is not covered by Standby Service seeks to purchase natural gas supplies from the Company, such sales may be made by the Company in its sole discretion under such terms and conditions as the Company may require.

Date of Issue: ~~December 17, 2009xx1~~

Effective: Service Rendered on and after ~~December 17, 2009xx2~~

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities

Dated ~~December 17, 2009xx3~~ in Docket No. ~~GR09030195xx4~~

ELIZABETHTOWN GAS
B. P. U. NO. 4415 – GAS

ORIGINAL SHEET NO.

~~CANCELLING~~

~~B. P. U. NO. 13 – GAS~~

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SERVICE CLASSIFICATION – FIRM TRANSPORTATION SERVICE (FTS)

(continued)

SPECIAL PROVISIONS: (continued)

9. Limitations on the Availability of Transportation Service

TPS Service is not available to Customers who are defined as “Essential Gas Users” under the curtailment provision as set forth in Section 16 of the Standard Terms and Conditions of this Tariff unless such Customers’ TPS, in an amount sufficient to meet such Customers’ DCQ, agrees to contract and pay for Standby Service as defined in the TPS Service Classification or for such Customers’ TPS demonstrates that it possesses Comparable Capacity as defined in the TPS Service Classification.

10. Indemnification

As between Company and Customer, Customer warrants that it has clear title to any gas supplies delivered into the Company’s system for redelivery to Customer and Customer shall be deemed to be in exclusive control and possession of gas prior to its delivery into the Company’s system for redelivery to Customer. Customer agrees to indemnify, defend and hold harmless Company from any and all claims, suits or damage actions arising out of deliveries of gas into Company’s system on behalf of transporting customer.

Date of Issue: ~~December 17, 2009xx1~~

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on and after ~~December 17, 2009xx2~~

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

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ELIZABETHTOWN GAS
 B. P. U. NO. ~~1415~~ – GAS
 CANCELLING
 B. P. U. NO. ~~13~~ – GAS

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SERVICE CLASSIFICATION – INTERRUPTIBLE TRANSPORTATION SERVICE (ITS)

The signing of a Service Agreement and possession by the Customer of a fully executed contract to purchase gas from a third party are conditions precedent to receiving service under this Service Classification.

APPLICABLE TO USE OF SERVICE FOR:

Customers eligible for service under Service Classifications LVD, IS, or CSI and having clear title to gas that is made available for ITS on the Company's distribution system, except that such Customers need not comply with the alternate fuel requirement of those Service Classifications to receive service hereunder. However, the Customer must comply with the Alternate Fuel Requirement under this Service Classification.

CHARACTER OF SERVICE:

Interruptible Transportation Service will be available when system capacity is not required to meet the demands of customers served under all other Service Classifications or other system requirements, including, but not limited to, conditions that may be imposed on the Company by its suppliers. The availability of this service, and all determinations and interpretations hereunder, shall be at the sole judgment of the Company. Service may be discontinued or curtailed at the sole option of the Company after not less than three (3) hours notice by telephone or otherwise.

*CHARGE PER MONTH:

| | <u>Tax-Exempt</u> | <u>Taxable</u> |
|-------------------------------|----------------------------|----------------------------|
| Service Charge | \$ 590.68589.50 | \$ 631.29630.03 |
| Demand Charge per DCQ | \$ 0.294293 | \$ 0.314313 |
| Distribution Charge per Therm | ** - | ** - |

*The charges set forth above include sales and use tax, unless noted tax exempt, and will be adjusted for all other applicable Riders of this Tariff and any additional taxes or similar charges that are lawfully imposed by the Company.

**The ceiling for the Distribution Charge shall be \$~~0.98480845~~ per therm or \$~~0.97930791~~ per therm, for tax-exempt customers, but may be reduced, upon five (5) days notice to the Board to a floor of \$0.0263 per therm or \$~~0.0246~~ for tax exempt customers, for any Customer if the Company determines that, without a rate reduction, competitive pressures may result in the loss of load or the Customer. Rates for Customers without alternate fuel capability will be set monthly without reference to a ceiling or floor price. The above rates will be further adjusted to include all other charges set forth in the applicable Riders of this Tariff and any additional taxes, ~~assessments~~ or similar charges that are lawfully imposed by the Company.

Date of Issue: ~~December 21, 2016~~xx1

Effective: Service Rendered on and after ~~January 1, 2017~~xx2

Issued by: Brian MacLean, President
 520 Green Lane
 Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities Sales & Use Tax Decrease Per P.L. 2016, c. 57
Dated xx3 in Docket No. ER16141054xx4

ELIZABETHTOWN GAS
B. P. U. NO. ~~1415~~ – GAS
~~CANCELLING~~
~~B. P. U. NO. 13~~ – GAS

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FIRST REVISED SHEET NO. 82

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SERVICE CLASSIFICATION – INTERRUPTIBLE TRANSPORTATION SERVICE (ITS)
(continued)

DETERMINATION OF THE DEMAND CHARGE QUANTITY (DCQ):

DCQ will be determined by the Customer's maximum daily requirements in terms of therms per day and included in the Service Agreement.

The DCQ level shall be the highest actual daily metered consumption registered from an approved automatic meter reading device at Customer's premises within a period of not less than two years, but up to three years immediately preceding the Customer obtaining service or renewing a Service Agreement under this Service Classification if such information is available. Otherwise DCQ shall be set equal to the product of (1) the highest winter monthly consumption for the most recent winter (October through April), normalized for weather, divided by the applicable number of days in the respective billing month, and (2) 1.36, provided that DCQ shall not be less than the highest non-winter month consumption divided by the applicable number of days in the respective billing month. For process loads, the Company may base the DCQ on historical consumption. If historical consumption information is not available, then (a) the initial DCQ level shall be based upon the Customer's gas utilization equipment expressed in consumption per day, and (b) after twelve (12) months of actual consumption has been metered, the DCQ level shall be redetermined.

If the Customer's maximum daily usage exceeds the DCQ as stated in the Service Agreement more than three (3) times in twelve (12) months, the Company may increase the DCQ in the Service Agreement to the highest level experienced during the previous 12 months.

MINIMUM MONTHLY CHARGE:

The sum of the service charge and the demand charge.

TERM OF PAYMENT:

All bills are due upon presentation. Should the Customer fail to make payment in full, the Company may, within the time period specified in and in accordance with Section 7.10 of the Standard Terms and Conditions of this Tariff, assess late payment charges.

Date of Issue: ~~November 10, 2010~~xx1

Effective: Service Rendered on and after ~~December 17, 2009~~xx2

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520 Green Lane
Union, New Jersey 07083

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Dated ~~December 17, 2009~~xx3 in Docket No. ~~GR09030195~~xx4

ELIZABETHTOWN GAS
 B. P. U. NO. ~~1415~~ – GAS
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~~B. P. U. NO. 13~~ – GAS

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SERVICE CLASSIFICATION – INTERRUPTIBLE TRANSPORTATION SERVICE (ITS)
 (continued)

TERM OF CONTRACT:

The term of the contract will be as specified in the individual Service Agreement; however, the term shall not be less than one year. The term of the contract will automatically renew unless the Customer notifies the Company in writing sixty (60) days prior to contract termination. In the event that a customer ceases operations completely or moves its operations to a location where the Company does not provide service, Customer shall not be liable for further charges under the Service Agreement upon notification to the Company in writing.

STANDARD TERMS AND CONDITIONS:

This Service Classification is subject to the Standard Terms and Conditions of this Tariff.

SPECIAL PROVISIONS:

1. Gas Commingling

Service under this classification is provided by the Company within its service territory for the Customer. The gas transported under this Service Classification is not the property of the Company. However, the Company reserves the right to commingle such gas with other supplies. Moreover, the Company reserves the right to utilize Customer's gas, when necessary, in accordance with the applicable provisions of this Tariff.

2. Transportation to Gas Company Facilities

The Company is not responsible for making arrangements for transportation service Customers for transporting the gas from its source to the Company's interconnection with the delivering pipeline supplier.

3. Nominations for Service

The Customer's TPS shall nominate on behalf of its Customers the total monthly requirements for that billing month.

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Effective: Service Rendered
 on and after ~~December 17,~~
~~2009~~xx2

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ELIZABETHTOWN GAS
B. P. U. NO. 4415 – GAS

ORIGINAL SHEET NO.

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~~B. P. U. NO. 13 – GAS~~

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SERVICE CLASSIFICATION – INTERRUPTIBLE TRANSPORTATION SERVICE (ITS)
(continued)

SPECIAL PROVISIONS: (continued)

4. Utilizing a Third Party Supplier

Customers utilizing brokers, marketers or other third party suppliers (collectively Third Party Suppliers, "TPS") either as agents or as suppliers of gas into the Company's system, must notify the Company in a manner acceptable to the Company of the TPS that will be used in any particular month. Customer agrees that as between the Company and Customer, the Company shall be entitled to rely upon information concerning deliveries of natural gas on behalf of Customer provided by TPS. Any Customer or TPS that wishes to deliver gas into the Company's system prior to commencing deliveries must be a qualified TPS under the Company's TPS service classification.

5. Imbalance Charges

To the extent that a TPS ceases operations or under delivers gas, Customers shall be ultimately responsible for payment of any charges not paid for by their TPS, including but not limited to daily and or monthly imbalance charges for gas supplies consumed by Customer but not delivered by TPS. In the event a TPS fails to pay these charges the customers shall be billed directly by the Company for their direct portion, if by their non-compliance to Company directives to cease gas use, and/or a 95efille share by applying the Allocation of Supply terms of the TPS Service Classification, except that essential service gas customers will first be credited with standby gas purchased by the TPS on their behalf.

6. Automatic Meter Reading (AMR) Equipment for Customers

In order to utilize this service, AMR equipment is required. Customer shall pay for all costs to install AMR equipment including power, communications and other equipment as specified by the Company and provide access for such equipment. The cost of any Company equipment may be paid by Customer over a one (1) year, or some lesser, period by means of a monthly surcharge designed to recover the cost of the equipment plus interest equal to the Company's overall rate of return as authorized from time to time by the New Jersey Board of Public Utilities. Payments made by the Customer shall not give the Customers ownership of the equipment which shall remain the sole property of the Company.

7. Unauthorized Use

This Service Classification is subject to Section I, Item 17, Unauthorized Gas Use of the Standard Terms and Conditions.

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Date of Issue: ~~December 17, 2009xx1~~

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Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

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ELIZABETHTOWN GAS
B. P. U. NO. ~~1415~~ – GAS
~~CANCELLING~~

ORIGINAL SHEET NO.

~~B. P. U. NO. 13 – GAS~~

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SERVICE CLASSIFICATION – INTERRUPTIBLE TRANSPORTATION SERVICE (ITS)
(continued)

SPECIAL PROVISIONS: (continued)

8. Treatment of Revenues

Revenues under this Service Classification, exclusive of applicable taxes ~~and assessments~~, shall be accounted for as follows: All service charge revenues derived from IS, CSI and LVD customers shall be retained by the Company.

All demand charge revenues derived from LVD customers shall be retained by the Company. The first \$0.080 per therm of all demand charge revenues from IS customers shall be retained by the Company. All remaining demand revenues derived from IS customers shall be credited 80% to the OSMC in accordance with the Board's Order in Docket No. GO99030122 and 20% to the Company. All demand revenues derived from CSI customers shall be credited 80% to the OSMC in accordance with the Board's Order in Docket No. GO99030122 and 20% to the Company.

All distribution charge revenues from LVD customers shall be retained by the Company. All remaining distribution charge revenues from IS and CSI customers shall be credited 80% to the OSMC in accordance with the Board's Order in Docket No. GO99030122 and 20% to the Company.

Revenues derived from the application of Riders shall be accounted for in accordance with the respective Riders. Revenues derived from the payment of imbalance charges, imbalance cash outs, or unauthorized use charges shall be credited to the BGSS Charge.

9. Gas Supply Obligation

In the event that Customer's TPS fails to deliver, the Company may, in its sole discretion, provide replacement gas supplies. The Company shall have no obligation to provide natural gas supplies to Customers that contract for TPS Service.

10. Limitations on the Availability of TPS Transportation Service

TPS Service is not available to Customers who are defined as "Essential Gas Users" under the curtailment provision as set forth in Section 16 of the Standard Terms and Conditions of this Tariff unless such Customers' TPS, in an amount sufficient to meet such Customers' DCQ, demonstrates that it possesses Comparable Capacity as defined in the TPS Service Classification. In addition, the TPS can serve such ITS Customers if they can demonstrate to the Company's satisfaction that they possess sufficient alternate fuel capability to meet their energy requirements for a period not less than fourteen (14) consecutive days.

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Effective: Service Rendered
on and after ~~December 17,~~
~~2009xx2~~

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

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ELIZABETHTOWN GAS
B. P. U. NO. ~~4415~~ – GAS

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SERVICE CLASSIFICATION – INTERRUPTIBLE TRANSPORTATION SERVICE (ITS)
(continued)

SPECIAL PROVISIONS: (continued)

11. Indemnification

As between Company and Customer, Customer warrants that it has clear title to any gas supplies delivered into the Company's system for redelivery to Customer and Customer shall be deemed to be in exclusive control and possession of gas prior to its delivery into the Company's system for redelivery to Customer. Customer agrees to indemnify, defend and hold harmless Company from any and all claims, suits or damage actions arising out of deliveries of gas on behalf of transporting customer.

12. Availability of IS, LVD or CSI Service

ITS Customers who wish to do so may be made eligible to purchase sales service under the IS, LVD or CSI Service Classification also by designating the appropriate sales Service Classification in their ITS Service Agreements. Customer must meet the eligibility criteria applied to the designated sales Service Classification in order to obtain sales service. Customers may not designate more than one sales Service Classification. Customers that elect to purchase IS, LVD or CSI service may nominate sales or transportation service, but not both sales and transportation service, in any month. Customers who elect sales service under this provision shall remain subject to the Service and Demand Charges and the terms and conditions of this transportation Service Classification and in addition shall be liable for the Distribution and Rider Charges of the elected sales service.

13. Alternative Fuel Requirement

As of November 1 of each year, interruptible Customers using No. 2 fuel oil, No. 4 fuel, jet fuel or kerosene are required to have seven (7) days of alternative fuel either on hand or, if a Customer's on-site storage capacity is less than seven (7) days, then full storage capacity plus additional firm contractual supply arrangements to equal seven (7) days. On or before November 1st, Customers shall submit an "Alternative Fuel Certification" indicating they have met the above requirements and the alternative fuel used or will agree to suspend operations during an interruption. Customers who fail to discontinue natural gas use, consistent with the terms and conditions of the relevant interruptible tariff, shall be assessed a charge based on Unauthorized Use. Also see, Special Provision, Limitation of the Availability of TPS Transportation Service.

Date of Issue: ~~December 17, 2009~~xx1

Effective: Service Rendered
on and after ~~December 17,~~
~~2009~~xx2

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

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Dated ~~December 17, 2009~~xx3 in Docket No. ~~GR09030195~~xx4

ELIZABETHTOWN GAS
B. P. U. NO. ~~4415~~ – GAS

ORIGINAL SHEET NO.

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ORIGINAL SHEET NO. 87

SERVICE CLASSIFICATION – THIRD PARTY SUPPLIERS (TPS) SERVICE

The provisions of this Service Classification shall apply to brokers, marketers, customers intending to act as their own gas supplier, and other third party suppliers (collectively “Third Party Suppliers”) of natural gas who wish to either act as agents for Transportation Customers or deliver natural gas supplies to Company’s City Gate for Transportation Customers. Third Party Suppliers wishing to sell and/or deliver gas on the Company’s system will be required to sign a Service Agreement in which they will agree to be bound by the terms and conditions of this Service Classification as well as other applicable terms and conditions of the Company’s Tariff. By entering into a Service Agreement, TPS certifies that it is in compliance with all current applicable provisions of law, including N.J.S.A. 48:3-7.3. and will take steps to remain in compliance with all future applicable provisions and all other requirements mandated by The Board of Public Utilities.

TERM OF CONTRACT:

The term of the contract shall be one (1) year and from month to month thereafter unless terminated on thirty (30) days written notice.

CREDITWORTHINESS:

Company shall not be required to permit any TPS who fails to meet Company’s standards for creditworthiness to sell or deliver gas on its system. Company may require that TPS provide the following information:

- a) Current audited financial statements (to include a balance sheet, income statement and statement of cash flow), annual reports, 10-K reports or other filings with regulatory agencies, a list of all corporate affiliates, parent companies and subsidiaries and any reports from credit agencies which are available. If audited financial statements are not available, then TPS also should provide an attestation by its chief financial officer that the information shown in the unaudited statements submitted is true, correct and a fair representation of Buyer’s financial condition.
- b) A bank reference and at least three trade references.
- c) A written attestation that TPS is not operating under any chapter of the bankruptcy laws and is not subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditor’s committee agreement. An exception can be made for a TPS who is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act but only with adequate assurances that any charges from the Company will be paid promptly as a cost of administration.

Date of Issue: ~~December 17, 2009xx1~~

Effective: Service Rendered on and after ~~December 17, 2009xx2~~

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

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ELIZABETHTOWN GAS
B. P. U. NO. 4415 – GAS

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SERVICE CLASSIFICATION – THIRD PARTY SUPPLIERS (TPS) SERVICE

(continued)

CREDITWORTHINESS: (continued)

d) A written attestation that TPS is not subject to the uncertainty of pending litigation or regulatory proceedings in state or federal courts which could cause a substantial deterioration in its financial condition or a condition of insolvency.

e) A written attestation from TPS that no significant collection lawsuits or judgments are outstanding which would seriously reflect upon the business entity's ability to remain solvent.

If TPS has an ongoing business relationship with Company, no uncontested delinquent balances should be outstanding for natural gas sales, storage, transportation services or imbalances previously billed by Company, and TPS must have paid its account during the past according to the established terms, and not made deductions or withheld payment for claims not authorized by contract.

TPS shall furnish Company at least annually, and at such other time as is requested by Company, updated credit information for the purpose of enabling Company to perform an updated credit appraisal. In addition, Company reserves the right to request such information at any time if Company is not reasonably satisfied with TPS's creditworthiness or ability to pay based on information available to Company at that time.

Company shall not be required to permit and shall have the right to suspend permission to sell or deliver gas on its system to any TPS who is or has become insolvent, fails to demonstrate creditworthiness, fails to timely provide information to Company as requested, or fails to demonstrate ongoing creditworthiness as a result of credit information obtained; provided, however, TPS may continue to sell/deliver gas on the Company's system if Third Party Supplier elects one of the following options:

- (i) Payment in advance for up to three (3) months of TPS's obligations to Company.
- (ii) A standby irrevocable letter of credit in form and substance satisfactory to Company in a face amount up to three (3) months of Third Party Supplier's obligations to Company. The letter of credit must be drawn upon a bank acceptable to Company.
- (iii) A guaranty in form and substance satisfactory to Company, executed by a person that Company deems creditworthy, of TPS's performance of its obligations to Company.
- (iv) Such other form of security as TPS may agree to provide and as may be acceptable to Company.

Date of Issue: ~~December 17, 2009xx1~~

Effective: Service Rendered on and after ~~December 17, 2009xx2~~

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

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Dated ~~December 17, 2009xx3~~ in Docket No. ~~GR09030195xx4~~

ELIZABETHTOWN GAS
B. P. U. NO. ~~4415~~ – GAS

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SERVICE CLASSIFICATION – THIRD PARTY SUPPLIERS (TPS) SERVICE

(continued)

CREDITWORTHINESS: (continued)

In the event Third Party Supplier fails to immediately prepay the required three (3) months of revenue or furnish security, Company may, without waiving any rights or remedies it may have, and subject to any necessary authorizations, suspend Third Party Supplier until security is received.

The insolvency of a TPS shall be evidenced by the filing by TPS, or any parent entity thereof, of a voluntary petition in bankruptcy or the entry of a decree or order by a court having jurisdiction adjudging the Third Party Supplier, or any parent entity thereof, bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of the TPS, or any parent entity thereof, under the Federal Bankruptcy Act or any other applicable federal or state law, or appointing a receiver, liquidator, assignee, trustee, sequestrator, (or similar official) of the TPS or any parent entity thereof or of any substantial part of its property, or the ordering of the winding-up or liquidation of its affairs.

NOMINATIONS FOR SERVICE:

A Third Party Supplier shall provide to the Company in writing, or by other means as determined by the Company, at least 10 working days prior to the beginning of the calendar month an estimate of its deliveries into the Company's system for the month. These nominations must, in the aggregate, match the nominations of all Customers that are required to submit nominations to Company and to whom the Third Party Supplier will be delivering during the month plus the Average Daily Delivery Quantity that the TPS is obligated to deliver to the Company's system. Failure to provide nominations may result in suspension of service to Customers of offending Third Party Suppliers.

Company will notify Third Party Supplier of its ADDQ obligation for each day of the next succeeding month in writing to be delivered by facsimile or by other means as determined by the Company no later than the fifteenth (15th) day of the month immediately preceding the month in which Third Party Supplier will be obligated to deliver the ADDQ. If Third Party Supplier does not agree with Company's determination of Third Party Supplier's ADDQ, it must notify Company in writing to be delivered by facsimile no later than 5:00 p.m. Eastern Standard Time on the seventeenth (17th) of the month immediately preceding the gas flow month. Company and Third Party Supplier will reconcile any differences no later than 5:00 p.m. Eastern Standard Time on the twentieth (20th) of the month.

In addition, TPS must identify interstate pipeline, shipper names and interstate pipeline shipper contract number(s) on which deliveries will be made at least twenty-four (24) hours prior to the flow of gas. Failure to comply with the Company's nominating procedures may result in curtailment of third party gas deliveries or additional monthly cash-outs. The Company reserves the right to specify which pipeline a TPS will deliver gas as a percentage of the TPS total monthly deliveries.

Date of Issue: ~~December 17, 2009xx1~~

Effective: Service Rendered
on and after ~~December 17,~~
~~2009xx2~~

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520 Green Lane
Union, New Jersey 07083

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ELIZABETHTOWN GAS
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ORIGINAL SHEET NO.

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SERVICE CLASSIFICATION – THIRD PARTY SUPPLIERS (TPS) SERVICE
(continued)

DETERMINATION OF AVERAGE DAILY DELIVERY QUANTITY (“ADDQ”):

The individual ADDQ for all RDS and those GDS Customers with a DCQ under 500 therms, shall be calculated as follows:

1. Unadjusted ADDQ – Customer’s weather normalized usage for each of the most recent billing periods, covering an annual period, prorated to calendar months, divided by the total number of days in each billing month. This quotient will be the Customer’s Initial ADDQ. For new Customers, Customer’s Initial ADDQ will be estimated by Company.
2. ADDQ Adjustment – At the end of each billing period, Company will calculate the difference between Customer’s actual usage and actual deliveries for the billing period, taking into account any adjustments from prior months, and will adjust the Initial ADDQ for the next succeeding month by that difference divided by the total number of days in the month.
3. Adjusted ADDQ – The sum of items 1 and 2 will be adjusted by 1.5% for Company use and unaccounted for gas to determine the individual customers Adjusted ADDQ.

Company may adjust Customer’s individual ADDQ at any time due to changes in Customer’s gas equipment or pattern of usage.

The TPS’s ADDQ shall be the total of the individual Adjusted ADDQs of all customers it serves that require an ADDQ delivery.

PIPELINE IMBALANCES:

Company and TPS recognize that Company may be subjected to imbalance charges from its interstate pipeline suppliers as a result of TPS’s failure to deliver confirmed quantities of gas. Company and TPS shall use their best efforts to avoid such imbalance penalties. However, in the event that Company is assessed penalties as a result of TPS’s actions or omissions, TPS shall reimburse Company for such penalties as may be attributable to TPS’s actions or omissions.

INDEMNIFICATION:

As between the Company and TPS, TPS warrants that it has clear title to any gas delivered into the Company’s system, and TPS shall be deemed to be in exclusive control and possession of gas prior to its delivery into the Company’s system for redelivery to Customer. TPS agrees to indemnify, defend and hold harmless Company from any and all claims, suits or damage actions arising out of deliveries on behalf of a transporting customer.

Date of Issue: ~~December 17, 2009~~^{xx1}

Effective: Service Rendered on and after ~~December 17, 2009~~^{xx2}

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities

Dated ~~December 17, 2009~~^{xx3} in Docket No. ~~GR09030195~~^{xx4}

ELIZABETHTOWN GAS
B. P. U. NO. ~~4415~~ – GAS

ORIGINAL SHEET NO.

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SERVICE CLASSIFICATION – THIRD PARTY SUPPLIERS (TPS) SERVICE

(continued)

ALLOCATION OF SUPPLIES:

If a TPS is delivering gas to Customers under more than one Service Classification, such as RDS, GDS, FTS and/or ITS, and does not provide the supply allocations, then gas received by the Company in that month from the Third Party Supplier shall be allocated as follows:

1. First, to the ADDQ of RDS customers
2. Second, to the ADDQ of GDS customers
3. Third, to the GDS customers not subject to ADDQ and FTS customers
4. Last, to ITS and special contract customers

However, a TPS may specify individual supply allocations for its GDS customers not subject to the ADDQ, FTS, ITS and special contract Customers no later than one (1) business day following the date the TPS receives final month end measurement data for these customers from the Company.

DAILY AND MONTHLY CONTRACT BALANCING:

All balancing charges shall be charged to the TPS and are in addition to any other charges under this Service Classification. The Distribution Charge in the Charge Per Month of the Customers Service Classification is based upon actual consumption not Third Party Supplier deliveries.

a) Daily Imbalance Charge:

The Company shall, within the existing limitations of its system, provide for balancing between gas requirements and actual gas deliveries, net of an adjustment for Company Use and Unaccounted for Gas, received by the Company for the account of the Customers served by the TPS that day. The Company shall not be obligated to provide gas service during an hourly, daily or monthly period in excess of the levels specified in the Service Classifications under which Customers of the TPS are served.

During the months of November through April, the TPS will be required to balance daily deliveries and daily takes of transported gas by the customers it serves on any day when the average temperature at Newark Airport is forecast to be 27°F or less. However, the Company reserves the right to waive this requirement. The Company reserves the right during the months of November through April to require daily balancing on any other day in which the Company, in the exercise of its reasonable judgment, determines that such balancing is necessary for operational reasons. The Company will provide the TPS in all instances with at least twenty-four (24) hours advance notice that daily balancing will be imposed daily.

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on and after ~~December 17,~~
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Filed Pursuant to Order of the Board of Public Utilities

Dated ~~December 17, 2009xx3~~ in Docket No. ~~GR09030195xx4~~

ELIZABETHTOWN GAS
B. P. U. NO. 4415 – GAS

ORIGINAL SHEET NO.

~~CANCELLING~~~~B. P. U. NO. 13 – GAS~~~~ORIGINAL SHEET NO. 92~~

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SERVICE CLASSIFICATION – THIRD PARTY SUPPLIERS (TPS) SERVICE
(continued)

DAILY AND MONTHLY CONTRACT BALANCING: (continued)

a) Daily Imbalance Charge (continued):

In the event that daily balancing is imposed in accordance with this section, TPS shall be assessed the following charges for daily imbalances:

| | Imbalance * | Charge ** |
|-----------------|-------------|--|
| | 0% to 5% | \$0.00 per therm |
| | 5% to 10% | \$0.11 per therm for imbalances in excess of 5% |
| Underdeliveries | > 10% | \$0.53 per therm for imbalances in excess of 10% |
| Overdeliveries | > 10% | \$0.11 per therm for imbalances in excess of 10% |

* The Company reserves the right to limit daily imbalances to plus or minus 5% of the actual quantity received. If the Company limits daily imbalances to plus or minus 5%, all underdeliveries in excess of 5% shall be considered Unauthorized Use and shall be subject to the Unauthorized Use charges specified in Section I, Item 17.

**The Company may suspend overdelivery charges if it determines such overdeliveries would be beneficial to the systems operation.

All TPSs will automatically be placed in a non-discriminatory daily balancing pool. The Company will aggregate the deliveries and receipts of gas of all TPS customers participating in the pool for the purpose of determining whether imbalance charges will apply. In the event that charges are nonetheless assessed to certain TPSs, such charges will be no greater than the charges that otherwise would have been assessed if the Company did not have a daily balancing pool. TPSs trading imbalances will nonetheless have to set their own prices or methods by which over or under balances will be traded among individual TPSs.

b) Monthly Imbalance Cash-Out Charge:

At the conclusion of every month, the Company will cash out imbalances between TPS's deliveries and their Customers consumption made up of actual and or estimated volumes as follows:

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~~B. P. U. NO. 13 – GAS~~

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SERVICE CLASSIFICATION – THIRD PARTY SUPPLIERS (TPS) SERVICE
(continued)

DAILY AND MONTHLY CONTRACT BALANCING: (continued)

b) Monthly Imbalance Cash-Out Charge: (continued)

| <u>Imbalance</u> | <u>Overdeliveries</u> | <u>Underdeliveries</u> |
|------------------|--|--|
| 0% to 5% | The Company's WACOG, defined as, the weighted average commodity cost of gas exclusive of peaking supplies as estimated by the Company for the month. | The monthly floor price for Interruptible Service tariff, less any Company margin embedded in the floor price. |
| >5% to 10% | 90% of the Company's lowest cost supply for the month. | Higher of the: 1) The rate for the 0%-5% imbalance plus two (2) cents per therm <u>-or-</u> 2) The average of the month's four weekly prices published in <u>Natural Gas Week</u> for "Major Market Prices – New York City Gate" plus two (2) cents per therm. |
| >10% | 75% of the Company's lowest cost supply for the month. | Higher of the: 1) The rate for the 0%-5% imbalance plus two (2) cents per therm times 125% <u>-or-</u> 2) The month's highest weekly price published in <u>Natural Gas Week</u> for "Major Market Prices – New York City Gate" plus two (2) cents per therm. |

The offering of gas service above the 5% allowed imbalance for the month is at the sole discretion of the Company. If it determines that it cannot continue to provide such service or that it must limit such service, it will notify TPSs served under this Service Classification. The use of service above the level allowed by the Company after notification shall constitute Unauthorized Use and shall be subject to the Unauthorized Use charges specified in Section I, Item 17.

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~~B. P. U. NO. 13 – GAS~~

ORIGINAL SHEET NO. 94

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SERVICE CLASSIFICATION – THIRD PARTY SUPPLIERS (TPS) SERVICE
(continued)

ADJUSTMENT FOR COMPANY USE AND UNACCOUNTED FOR GAS:

A 1.5% adjustment for Company use and unaccounted for gas shall be made to the quantity of gas received from the TPS to serve its Customers.

STANDBY BALANCING SERVICE:

A TPS cannot contract for a greater level of Standby than its Essential Gas User Customers (“EGU”) peak ADDQ month or Demand Charge Quantity (“DCQ”) as applicable for their RDS, GDS or FTS Customers. A TPS who does not use Comparable Capacity for their EGU natural gas requirements, must contract for Standby Service to serve these customers to assure continued gas service when their own gas supply is interrupted or underdelivered for any reason. This service is available for a minimum term of three (3) years and is payable even if EGU Customers are no longer served by the TPS per the Customers last DCQ. The charge for this service will consist of a demand charge of \$~~0.540-539~~ per therm of DCQ to be paid each month of the year whether or not Standby Service is used, and a commodity charge equal to: in the months October through April the greater of the Company’s monthly weighted average cost of gas plus three (3) cents per therm, or the average of the month’s four weekly prices published in Natural Gas Week for “Major Market Prices – New York City Gate,” and in the months May through September the lesser of the Company’s monthly weighted average cost of gas, or the average of the month’s four weekly prices published in Natural Gas Week for “Major Market Prices – New York City Gate” plus two (2) cents per therm, as applied to any gas service rendered. All standby service charges shall be in addition to the rates otherwise charged under this Service Classification.

All standby revenues, exclusive of taxes and assessments other similar charges and the three (3) cent per therm commodity surcharge in the months of October through April, shall be credited to the BGSS.

DELIVERED QUANTITIES:

Quantities billed to the end-use Customers shall be considered actual quantities delivered, whether based on actual or estimated meter readings.

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B. P. U. NO. ~~4415~~ – GAS

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SERVICE CLASSIFICATION – THIRD PARTY SUPPLIERS (TPS) SERVICE
(continued)

SPECIAL PROVISIONS:

In addition to the preceding terms and conditions of this Service Classification, the following terms and conditions shall apply to all TPSs providing service to Customers receiving service from Company under Service Classifications RDS, GDS, FTS and ITS. If, and to the extent that, any portion of the following is in conflict with previous terms of this Service Classification, the terms that follow shall govern.

1. Enrollment of RDS and GDS Customers with a DCQ Under 500 Therms

TPS must enroll RDS and GDS Customers under 500 therms in accordance with the Company electronic enrollment procedures. Customer consent is assumed if the TPS provides the Company with the Customer's account number and service address and any other information that may be required by the Company. In addition, by enrolling a Customer, the TPS warrants that they have a signed contract ("wet signature"), with the date and time signed. Upon request by the Company, the TPS agrees to immediately provide, by fax or other means, a complete copy of the contract. TPS shall indemnify and hold Company harmless from any costs incurred by Company as a result of TPS's erroneous or improper enrollment of Customers.

The Company must comply with all Customer instructions verbal or written to rescind or change service with a TPS. TPS must initiate all transactions required by the Company to rescind service on the day such instructions are received by the TPS from the Company or Customer. A Customer returning to sales service will be effective on the Customer's first billing cycle meter read date following the date on which the Company has changed the TPS's ADDQ requirement. A Customer will be switched to another TPS effective on the cycle read date following the reassignment of the Customer's ADDQ for gas nominations.

2. Requirements for RDS and Essential Gas Use Customers

Any TPS seeking to serve such Customers must demonstrate that it possesses Comparable Capacity or Standby in a quantity sufficient to serve Customers' Unadjusted ADDQ or DCQ requirements during the months of November through March.

"Comparable Capacity" is a firm non-recallable service at Elizabethtown's city gate(s). The Company reserves the right to limit the service to 70% on Transcontinental Gas Pipe Line Corporation's ("Transco") system and the remaining 30% on Texas Eastern Transmission Corporation's ("Tetco") system.

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B. P. U. NO. ~~4415~~ – GAS

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~~B. P. U. NO. 13 – GAS~~

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SERVICE CLASSIFICATION – THIRD PARTY SUPPLIERS (TPS) SERVICE

(continued)

SPECIAL PROVISIONS: (continued)

2. Requirements for RDS and Essential Gas Use Customers (continued)

In order to demonstrate Comparable Capacity, TPS shall be required to provide, at the time the Customer is enrolled, an affidavit signed by an officer stating that Comparable Capacity is being provided for the November through March period. This affidavit must be refilled annually. The Company reserves the right to request TPS to submit copies of its Comparable Capacity contracts supporting its affidavits in the event that a TPS fails to deliver.

3. Capacity Assignment

TPS serving RDS Customers may, if they choose, accept an assignment of base load, long haul interstate pipeline capacity from Company in a quantity equal to the amount of base load, long haul capacity used by the Company to serve the Customer's anticipated design day demand. 70% of such capacity will consist of capacity on Transcontinental Gas Pipe Line Corporation and 30% of such capacity will consist of capacity on Texas Eastern Transmission Corporation. Such capacity will be assigned for a one year term on a basis prorated to the underlying contracts at the same maximum rates paid by the Company. Such capacity will be immediately callable in the event that TPS fails to deliver the RDS Customer's ADDQ or no longer serves such RDS Customers. A TPS wishing to accept assignment of Company's interstate pipeline capacity must notify Company at the time that Customer is enrolled in RDS service.

To the extent that TPS wishes to take assignment of interstate pipeline capacity in addition to its RDS Customer's portion of base load, long haul capacity, it shall notify the Company in writing. To the extent that the Company, in its sole discretion, determines that it has additional capacity available for release, it shall notify any TPSs that have advised the Company that they wish to take assignment of such capacity prior to making such capacity available to third parties. Company reserves the right to release any interstate pipeline capacity to the highest bidder or on a non-discriminatory basis. The Company shall be permitted to retain 15% of all revenues derived from the release of pipeline capacity, with all remaining revenue to be credited to the BGSS Charge.

To the extent that Company releases capacity to TPS, TPS is responsible for utilizing the assigned capacity consistent with the terms and conditions of the interstate pipelines' tariffs. TPS is responsible for payment of all upstream pipeline charges associated with the assigned firm transportation capacity, including but not limited to demand and commodity charges, shrinkage, GRI charges, cash outs, transition cost, pipeline overrun charges, penalties assessed to Company, actual cost adjustments and all other applicable charges. These charges will be billed directly to the TPS by Transco and Texas Eastern.

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~~B. P. U. NO. 13 – GAS~~

ORIGINAL SHEET NO. 97

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SERVICE CLASSIFICATION – THIRD PARTY SUPPLIERS (TPS) SERVICE
(continued)

SPECIAL PROVISIONS: (continued)

3. Capacity Assignment (continued)

Capacity assignments will be effective for a one year period beginning on each annual period. Company reserves the right to recall capacity in the event and to the extent that TPS fails to deliver the sufficient volume to serve its customers on any day or days. Increases in assigned capacity will only be entertained by Company to become effective for annual periods.

If, and to the extent that, the TPS fails to deliver the required volume, and such failure is not excused as a result of a pipeline force majeure event that prevents the TPS from delivering the required volume, the TPS will be assessed an Unauthorized Use charge as specified in Section I, Item 18 for each therm that the TPS has failed to deliver and be subject to a recall of the interstate pipeline capacity that has been released by Company.

Assigned capacity may be reassigned by the TPS subject to recall by Company. The original TPS shall remain subject to all operational orders and recall provisions invoked or exercised by Company. If the TPS fails to pay any interstate pipeline for capacity released or assigned by Company, and Company is required to pay the pipeline for such capacity, TPS shall be liable to Company for any amounts Company is required to pay interstate pipeline for such capacity, as well as incidental and consequential damages and the costs of any reasonable collection efforts. Failure to pay Company within twenty (20) days of billing may result in suspension of service.

4. RDS Load Balancing Charge

A Load Balancing Charge of \$0.0555-0554 per therm, which includes sales tax, shall be billed to the TPS for all metered quantities for RDS customers it serves. Amounts due from TPS shall be paid in full within 20 days of the billing date. Any disputed amounts will be resolved by the TPS and Company and adjustments if any will be reflected on future billings. Failure to pay this charge in full within the time specified above will result in all RDS Customers of the TPS being returned to BGSS supply service.

5. Treatment of Revenues

All revenues produced under this Service Classification derived from penalties, imbalances and Load Balancing charges shall be credited to the BGSS.

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~~B. P. U. NO. 13 – GAS~~

~~— NINETY-SIXTH REVISED SHEET NO. 98~~

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RIDER "A"

BASIC GAS SUPPLY SERVICE CHARGE ("BGSS")

This Rider sets forth the method of determining the BGSS which shall be calculated to four (4) decimal places on a per therm basis established in accordance with the Board Order in Docket No. GX01050304 dated January 6, 2003. The BGSS charge is either BGSS-Monthly ("BGSS-M") or BGSS-Periodic ("BGSS-P") and will be applied to a Customer's Service Classification as follows:

1. The BGSS-M shall be applicable to all GDS, NGV, LVD, and EGF customers receiving gas supply from the Company effective on the first of each month as determined below.
2. The BGSS-P shall be applicable to all RDS, SGS, and GLS customers receiving gas supply from the Company.

The BGSS Charge, as defined herein, is designed to recover the cost to the Company of purchased gas or fuel used as a substitute for or supplemental to purchased gas including the cost of storing or transporting said gases or fuel, the cost of financial instruments employed to stabilize gas costs, other charges or credits as may result from the operation of other tariff provisions, and taxes and ~~assessments~~ other similar charges in connection with the purchase and sale of gas.

BGSS per therm rates:

| <u>Effective Date</u> | <u>BGSS-M per therm</u> | <u>BGSS-P Per therm</u> |
|-----------------------|-----------------------------|-----------------------------|
| April 1, 2016 | \$0.4037 | \$0.4203 |
| May 1, 2016 | \$0.4138 | \$0.4203 |
| June 1, 2016 | \$0.4144 | \$0.4203 |
| July 1, 2016 | \$0.5197 | \$0.4203 |
| August 1, 2016 | \$0.4926 | \$0.4203 |
| September 1, 2016 | \$0.5125 | \$0.4203 |
| October 1, 2016 | \$0.5024 | \$0.3761 |
| November 1, 2016 | \$0.4817 | \$0.3761 |
| December 1, 2016 | \$0.5333 | \$0.3761 |
| January 1, 2017 | \$0.6096 | \$0.3757 |
| February 1, 2017 | \$0.5502 | \$0.3757 |
| March 1, 2017 | \$0.4660 | \$0.3757 |
| April 1, 2017 | \$0.5267 | \$0.3757 |
| May 1, 2017 | \$0.5230 | \$0.3757 |

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ORIGINAL SHEET NO. 99

RIDER "A"

BASIC GAS SUPPLY SERVICE CHARGE ("BGSS")
(continued)

I. The BGSS-P Commodity Charge shall be determined as follows:

The BGSS-P Commodity Charge shall consist of a Gas Cost Component ("GCC"), a Capacity Cost Component ("CCC"), a Prior Period Adjustment ("PPA") and a Tax ~~and Assessment~~ Factor ("TAF") as follows:

$$\text{BGSS-P} = (\text{GCC-P} + \text{CCC-P} + \text{PPA-P}) \times (\text{TAF})$$

Where:

GCC-P rate per therm shall be sum of the weighted average price, including any applicable transaction costs, based on the projected monthly quantities to be utilized in the remaining period of the BGSS Year ("Period"), of the following categories of gas:

- a) Flowing gas, which will be equal to the arithmetic average of (i) the weighted-average, based on monthly sales, of the remaining New York Mercantile Exchange ("NYMEX") monthly prices for the Period as recorded on the close of trading for the forward contract month and (ii) the weighted average of the estimated Inside FERC prices for the respective locations where the Company purchases its gas for the remainder of the Period, as adjusted for the variable cost of transportation and fuel to the Company's city gate delivery points;
- b) Any gas supplies for the remainder of the Period whose price was previously set by hedges or other financial instruments, adjusted for the variable cost of transportation and fuel to the Company's city gate delivery points;
- c) The supplies of gas projected to be withdrawn from storage for the remainder of the Period, adjusted for the variable cost of transportation and fuel to the Company's city gate delivery points.

CCC-P shall be established each year in the Company's annual BGSS-P filing and shall consist of the Company's total estimated annual fixed pipeline costs, fixed supplier costs, and fixed storage costs, divided by the Company's projected annual BGSS firm gas sales.

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RIDER "A"

BASIC GAS SUPPLY SERVICE CHARGE ("BGSS")
(continued)

PPA-P shall be the Company's actual cumulative (over) or under recovery of gas costs associated with the operation of the BGSS divided by the projected BGSS-P firm gas sales for the remainder of the Period. In the initial transition to the BGSS-P, the per therm rate derived from the Company's estimated BGSS under or (over) recovery balance at May 31, 2003 with applicable interest thereon divided by the Company's projected BGSS firm sales for the period ending May 31, 2004, shall be the PPA-P. The over under recovery of gas costs shall be the cost of gas, as previously defined, less:

1. Supplier or Pipeline refunds;
2. Gas cost recoveries from the implementation of the BGSS-P;
3. Gas cost recoveries from the implementation of the BGSS-M;
4. Other gas cost recoveries or credits to the BGSS derived from sales or services as set forth in the applicable service classifications of the tariff;
5. Interest on the cumulative (over) under recovery of cost from the preceding BGSS Year ending September 30 but only when the interest is a credit. Interest being calculated on the cumulative (over) under recovery for each month of the prior period on the average of the beginning and ending monthly balance at a rate equivalent to the Company's allowed overall rate of return.

TAF shall be the factors to adjust the calculated rate for appropriate taxes and assessments/other similar charges.

The BGSS-P shall be in effect until changed by succeeding BGSS-P rate filings.

The Company shall have the discretion to implement up to two (2) self-implementing BGSS-P rate changes, one to be implemented December 1 and the other to be implemented February 1 upon written notice to the Staff of the Board of Public Utilities and the Division of Ratepayer Advocate Rate Counsel of the approximate amount of that increase based on current market conditions by the first of the month preceding the self-implementation dates, November 1 and January 1 respectively. Each requested rate change shall not be for an increase of greater than five percent (5%) of the average rate based on a typical 100 therm per month residential total bill. The notice shall contain the information necessary to derive the components of the BGSS-P as set forth above. The Public Notice for the annual filing shall include the specific rate change sought to be implemented on October 1, a paragraph indicating that the rate is subject to self-implementing rate changes on December 1 and February 1 subject to the aforementioned 5% cap and an estimate of the impact

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~~B. P. U. NO. 13 – GAS~~

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RIDER "A"

BASIC GAS SUPPLY SERVICE CHARGE ("BGSS")
(continued)

from the two (2) possible five percent (5%) increases on a 100 therm residential bill. Upon establishing the initial BGSS-P, one self-implementing rate change to the BGSS-P for an increase not greater than five percent (5%) of the average rate based on a typical 100 therm per month residential total bill shall be permitted effective March 1, 2003 upon written notice made to the ~~BPU Staff of the Board of Public Utilities~~ and ~~RC the Division of the Ratepayer Advocate~~ by February 1, 2003.

~~In accordance with the Board Order in Docket No. GX01050304 dated January 6, 2003 The the~~ Company shall have the discretion to return any over recovered balances to customers through a current bill credit or BGSS-P rate reduction upon five (5) days notice to the ~~BPU Board Staff~~ and ~~RC Ratepayer Advocate~~.

II. The BGSS-M Commodity Charge shall be determined as follows:

The BGSS-M Commodity Charge shall consist of a Gas Cost Component ("GCC"), a Capacity Cost Component ("CCC"), a Prior Period Adjustment ("PPA") and a Tax ~~and Assessment~~ Factor ("TAF") as follows:

$$\text{BGSS-M} = (\text{GCC-M} + \text{CCC-M} + \text{PPA-M}) \times (\text{TAF})$$

Where:

GCC-M rate per therm shall be the arithmetic average of (i) the NYMEX Henry Hub gas contracts closing price for the last trading day prior to each respective month and (ii) the weighted-average of the estimated Inside FERC prices for the respective locations where purchases of gas for the ensuing month are projected to be made, as adjusted for the variable cost of fuel and transportation to the city gate delivery points of the Company.

CCC-M shall be the same as the CCC-P rate per therm as established each year in the Company's annual BGSS-P filing.

PPA-M rate per therm in the initial transition to the BGSS-M shall be the estimated BGSS under or (over) recovery balance at May 31, 2003 with applicable interest thereon divided by the projected BGSS firm sales for the period ending May 31, 2004. This rate shall continue in effect on a monthly basis until the deferred balance, which initially shall be set equal to the PPA-M times the projected BGSS-M firm sales for the period ending May 31, 2004, becomes positive as an over recovery at which time the PPA-M shall cease to be a component of the BGSS-M starting in the subsequent month, and any over recovery in the deferred balance shall be credited to the BGSS-P.

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RIDER "A"

BASIC GAS SUPPLY SERVICE CHARGE ("BGSS")
(continued)

TAF shall be the factors to adjust the calculated rate for appropriate taxes and ~~assessments other similar charges.~~

The BGSS-M will be filed two (2) business days after the monthly close of the NYMEX Henry Hub gas contracts and shall be in effect for the entirety of the subsequent month and thereafter until changed by succeeding BGSS-M rate filings. The BGSS-M price shall be posted on the Company's WEB site within two (2) to four (4) days of the rate being filed with the ~~BPU Board of Public Utilities.~~

The Company shall ~~make~~ an annual BGSS filing on or before June 1 of each year. The filing shall provide for a review of the actual costs and recoveries for the previous period ending April 30 and projections of costs and recoveries through September 30. The filing shall also propose a new BGSS-P rate to be implemented on October 1. The proposed BGSS-P rate shall be based upon the projected cost of purchased gas and storage utilization to serve projected demand for gas service for the period October 1 through September 30 and an adjustment to recover or credit prior period under or over recovered gas costs as projected to exist on the preceding September 30. The Company shall provide the basis for its projected costs and the NYMEX projection of monthly gas prices for the projected period. In its annual filing the Company shall calculate the CCC-P component, as defined above, of the BGSS-P rate. Adjustments, if any, resulting from the Board's review of this filing shall be made following a Board Order.

~~In accordance with P.L. 1997, c. 162, t~~The charges applicable under this Rider include provision for the New Jersey Sales and Use Tax, and when billed to customers exempt from this tax shall be reduced by the amount of such tax included therein.

Date of Issue: ~~December 17, 2009xx1~~

Effective: Service Rendered on and after ~~December 17, 2009xx2~~

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities
Dated ~~December 17, 2009xx3~~ in Docket No. ~~GR09030195xx4~~

ELIZABETHTOWN GAS
B. P. U. NO. ~~1415~~ – GAS

ORIGINAL SHEET NO.

~~CANCELLING~~

~~B. P. U. NO. 13 – GAS~~

SIXTH REVISED SHEET NO. 103

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RIDER "B"

WEATHER NORMALIZATION CLAUSE ("WNC")

Applicable to all customers in service classifications RDS, SGS and GDS.

January 1, 2016 through May 31, 2016 (\$0.0412) per therm

June 1 through September 30 of any year \$0.0000 per therm

~~In accordance with P.L. 1997, c. 162, t~~The charges applicable under this Rider include provision for the New Jersey Sales and Use Tax, and when billed to customers exempt from this tax shall be reduced by the amount of such tax included therein. In the winter months, October through May, a weather normalization charge shall be applied to the rate quoted in this Tariff under the service classifications shown above, except as may be otherwise provided for in the individual service classification. The weather normalization charge applied in each winter period shall be based on the differences between actual and normal weather during the preceding winter period.

METHOD OF DETERMINING WEATHER NORMALIZATION CHARGE:

The weather normalization charge shall be determined as follows:

I. Definition of Terms as Used Herein

1. Degree Days (DD) - the difference between 65°F and the twenty-four point average temperature for the day, as determined from the records of the National Oceanic and Atmospheric Administration (NOAA) at its weather observation station located at Newark International Airport, when such average falls below 65°F. A day is defined as a period corresponding with the Company's gas sendout day of 10 am to 10 am. ~~The eight temperature observations for a day shall be 10 am, 1 pm, 4 pm, 7 pm, 10 pm, 1 am, 4 am, and 7 am.~~

Date of Issue: ~~January 4, 2016xx1~~

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Dated ~~December 16, 2015xx3~~ in Docket No. ~~GR15080866xx4~~

ELIZABETHTOWN GAS
B. P. U. NO. ~~4415~~ – GAS

ORIGINAL SHEET NO.

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~~B. P. U. NO. 13 – GAS~~

ORIGINAL SHEET NO. 104

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RIDER "B"

WEATHER NORMALIZATION CLAUSE ("WNC")
(continued)

METHOD OF DETERMINING WEATHER NORMALIZATION CHARGE: (continued)

I. Definition of Terms as Used Herein (continued)

2. Actual Calendar Month Degree Days - the accumulation of the actual Degree Days for each day of a calendar month.
3. Normal Calendar Month Degree Days - the level of calendar month degree days to which test year sales volumes were normalized in the base rate proceeding that established the current base rates for the service classifications to which this clause applies. The normal calendar month Degree Days used in this clause may be updated in base rate cases. The normal degree days for the defined winter months are as follows:

| <u>Month</u> | <u>Normal Degree Days</u> | <u>Leap Year Normal Degree Days</u> |
|--------------|---------------------------|-------------------------------------|
| October | 257274 | 257274 |
| November | 523537 | 523537 |
| December | 814869 | 814869 |
| January | 993967 | 993967 |
| February. | 837844 | 862866 |
| March | 678704 | 668693 |
| April | 353382 | 344374 |
| May | 126450 | 122445 |
| <u>Total</u> | 4,581 | 4,583 |

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4. Winter Period - shall be the eight consecutive sales and calendar months from October of one calendar year through May of the following calendar year.
5. Degree Day Dead Band - shall be one-half (½%) percent of the monthly Normal Calendar Degree Days for the Winter Period.

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~~2009xx2~~

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Dated ~~December 17, 2009xx3~~ in Docket No. ~~GR09030195xx4~~

ELIZABETHTOWN GAS
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ORIGINAL SHEET NO.

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~~B. P. U. NO. 13 – GAS~~

FIFTH REVISED SHEET NO. 105

RIDER "B"

WEATHER NORMALIZATION CLAUSE ("WNC") (continued)

METHOD OF DETERMINING WEATHER NORMALIZATION CHARGE: (continued)

I. Definition of Terms as Used Herein (continued)

6. Degree Day Consumption Factor ("DDCF") - the variable component (use per degree day) of the gas sendout for each month of the winter period normalized for weather and adjusted for lost and unaccounted for gas. The DDCF shall be updated annually in the Company's WNC reconciliation filing annualizing to reflect the change in number of customers that has occurred since the base rate proceeding that established the initial degree day consumption factor in base rate cases. The base number of customers used to establish the normalized use in therms per customer and the calculated DDCF approved in the Company's most recent base rate case are as follows:

| <u>Month</u> | <u>Base Number of Customers</u> | <u>Therms per Degree Day</u> |
|--------------|---|----------------------------------|
| October | 282,731 <u>270,827</u> | 51,117 <u>45,255</u> |
| November | 283,538 <u>271,439</u> | 59,513 <u>52,406</u> |
| December | 284,438 <u>272,283</u> | 61,218 <u>57,992</u> |
| January | 285,027 <u>273,306</u> | 65,699 <u>60,057</u> |
| February | 285,683 <u>273,936</u> | 67,497 <u>58,854</u> |
| March | 285,934 <u>274,159</u> | 64,432 <u>56,402</u> |
| April | 285,804 <u>273,907</u> | 55,258 <u>43,295</u> |
| May | 285,854 <u>273,032</u> | 54,844 <u>40,476</u> |

8. ~~7. Margin Revenue Factor~~ - the weighted average of the Distribution Charges as quoted in the individual service classes to which this clause applies net of applicable taxes and assessments other similar charges and any other revenue charge not retained by the Company that these rates may contain in the future. The weighted average shall be determined by multiplying the margin revenue component of the Distribution Charges from each service class to which this clause applies by each class's percentage of total consumption of all the classes to which this clause applies for the winter period and summing this result for all the classes to which this clause applies. The Margin Revenue Factor shall be redetermined each time base rates are adjusted. The current Margin Revenue Factor is ~~\$0.2829~~0.3178 per therm.

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Effective: Service Rendered
on and after ~~November 1,~~
~~2015~~xx2

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Dated ~~October 15, 2015~~xx3 in Docket No. ~~GR15060656~~xx4

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~~B. P. U. NO. 13 – GAS~~

ORIGINAL SHEET NO. 106

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RIDER "B"

WEATHER NORMALIZATION CLAUSE ("WNC")
(continued)

METHOD OF DETERMINING WEATHER NORMALIZATION CHARGE (continued)

I. Definition of Terms as Used Herein (continued)

8. Annual Period: shall be the 12 consecutive months from October 1 of one calendar year through September 30 of the following calendar year.
9. Average 13 month common equity balance: shall be the common equity balance at the beginning of the Annual Period (i.e. October 1) and the month ending balances for each of the twelve months in the Annual Period divided by thirteen (13).

II. Determination of the Weather Normalization Rate

At the end of the Winter Period during the Annual Period, a calculation shall be made that determines for all months of the Winter Period the level by which margin revenues differed from what would have resulted if normal weather (as determined by reference to the Degree Day Dead Band) occurred.

The monthly calculation is made by multiplying the Degree Day Consumption Factor by the difference between Normal Calendar Month Degree Days as adjusted for the monthly Degree Day Dead Band, and Actual Calendar Month Degree Days and, in turn, multiplying the result by the Margin Revenue Factor. To the extent the Actual Calendar Month Degree Days exceeds Normal Calendar Month Degree Days as adjusted for the Degree Day Dead Band, an excess of margin revenues exist. To the extent Actual Calendar Month Degree Days were less than Normal Calendar Month Degree Days as adjusted for the Degree Day Dead Band, a deficiency of marginal revenue exists. In addition, the weather normalization clause shall not operate to permit the Company to recover any portion of a margin revenue deficiency that will cause the Company to earn in excess of 10.3% for the Annual Period; any portion which is not recovered shall not be deferred. For purposes of this section, the Company's rate of return on common equity shall be calculated by dividing the Company's regulated jurisdictional net income for the Annual Period by the Company's average 13-month common equity balance for such Annual Period, all as reflected in the Company's monthly reports to the ~~BPU~~Board of Public Utilities. The Company's regulated jurisdictional net income shall be calculated by subtracting from total net income (1) margins

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~~2009~~xx2

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B. P. U. NO. 4415 – GAS

ORIGINAL SHEET NO.

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~~B. P. U. NO. 13 – GAS~~

ORIGINAL SHEET NO. 107

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RIDER "B"

WEATHER NORMALIZATION CLAUSE ("WNC")
(continued)

METHOD OF DETERMINING WEATHER NORMALIZATION CHARGE (continued)

II. Determination of the Weather Normalization Rate (continued)

retained by the Company from non-firm sales and transportation services, net of associated taxes, (2) margins retained in the provision of sales in accordance with the Board Order pertaining to Docket No. GR90121391J and GM90090949, net of associated taxes and (3) net income derived from unregulated activities conducted by Elizabethtown.

The Company's average thirteen-month common equity balance for any Annual Period shall be the Company's average total common equity less the Company's average common equity investment in unregulated subsidiaries.

The balance of margin revenue excess or deficiency at September 30 of the Annual Period shall be divided by the estimated applicable sales from the classes subject to this clause for the Winter Period over which this charge will be in effect, multiplied by a factor to adjust for increases in taxes ~~and assessments and other similar charges~~. The product of this calculation shall be the Weather Normalization Charge. However, the Weather Normalization Charge will at no time exceed three (3%) percent of the then applicable Residential Distribution Service ~~tail-block~~ rate plus the BGSS. To the extent that the effect of this rate cap precludes the Company from fully recovering the margin deficiency for the Annual Period, the unrecovered balance will be added to or subtracted from the margin deficiency or margin excess used to calculate the weather normalization charge for the next Winter Period. The Weather Normalization Charge, so calculated, will be in effect for the Winter Period immediately following the Annual Period used in such calculation.

III. Tracking the Operation of the Weather Normalization Clause

The revenues billed, or credits applied, net of taxes ~~and assessments and other similar charges~~, through the application of the Weather Normalization Rate shall be accumulated for each month when this rate is in effect and applied against the margin revenue excess or deficiency from the immediately preceding Winter Period and any cumulative balances remaining from prior Winter Periods.

The annual filing for the adjustment to the weather normalization rate shall be concurrent with the annual filing for the Rider "D" Societal Benefits Charge.

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on and after ~~December 17,~~
~~2009xx2~~

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ORIGINAL SHEET NO.

SEVENTH REVISED SHEET NO. 108

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RIDER "C"

ON-SYSTEM MARGIN SHARING CREDIT ("OSMC")

Applicable to all Service Classifications that pay the BGSS of Rider A and RDS customers that receive gas supply from a TPS in accordance with the Board's Order in Docket No. GO99030122.

The OSMC is subject to change to reflect the Company's actual recovery of such margins and shall be adjusted annually in its BGSS filing.

(\$0.0175) per therm

~~In accordance with P.L. 1997, c. 162, the~~The charges applicable under this Rider include provision for the New Jersey Sales and Use Tax, and when billed to customers exempt from this tax shall be reduced by the amount of such tax included therein.

Determination of the OSMC

On or about July 31 of each year, the Company shall file with the Board an OSMC rate filing based on the credits generated from on-system margin sharing during the previous OSMC year July 1 through June 30.

The OSMC shall be calculated by taking the current year's credits, plus the prior year's OSMC over or under recovery balance and dividing the resulting sum by the annual forecasted volumes for the service classifications set forth above. The resulting rate shall be adjusted for all applicable taxes ~~and assessments and other similar charges.~~

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~~B. P. U. NO. 13 – GAS~~

NINETEENTH REVISED SHEET NO. 109

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RIDER "D"

SOCIETAL BENEFITS CHARGE ("SBC")

Applicable to all tariff Service Classifications except those Customers under special contracts that explicitly do not permit the Company to apply increased charges ~~or assessments~~ as filed and approved by the ~~NJBPU~~ and those customers exempted pursuant to the Long-Term Capacity Agreement Pilot Program ("LCAPP"), P.L. 2011, c.9, codified as N.J.S.A. 48:3-60.1. See the LCAPP Exemption Procedures at the end of this Rider.

The SBC is designed to recover the ~~(1) cost of Comprehensive Resource Analysis Programs that were approved by the Board pursuant to its Comprehensive Resource Analysis regulations prior to April 30, 1997, (2) cost of Manufactured Gas Plant Remediation, and (3) cost of Consumer Education components listed below~~ and any other new programs which the Board determines should be recovered through the Societal Benefits Charge.

| <u>SBC Rate Components:</u> | | <u>Per Therm</u> |
|-----------------------------|---|------------------|
| I. | New Jersey Clean Energy Program ("CEP") | \$0.0244 |
| II. | Remediation Adjustment Charge ("RAC") | (\$0.0016) |
| III. | <u>Universal Service Fund and Lifeline:</u> | |
| | 1. Universal Service Fund ("USF") | \$0.0076 |
| | 2. Lifeline | \$0.0051 |
| | TOTAL | \$0.0355 |

~~In accordance with P.L. 1997, c. 162, t~~The charges applicable under this Rider include provision for the New Jersey Sales and Use Tax, and when billed to customers exempt from this tax shall be reduced by the amount of such tax included therein.

I. New Jersey Clean Energy Program Component ("CEP")

The Comprehensive Resource Analysis ("CRA") name was changed to the Clean Energy Program - CEP per Board Order dated January 22, 2003 in Docket No. EX99050347 *et.al*. The CEP is a mechanism that will (1) establish a rate to recover the costs of the Core and Standard Offer Programs in the Company's CEP Plan which was approved by the ~~BPU Board of Public Utilities ("BPU")~~ in Docket No. GE92020104, and (2) compensate the Company for the revenue erosion resulting from conservation savings created by the Standard Offer Program. The annual recovery period for the CEP is from October 1 through September 30. The CEP recovers program costs and revenue erosion incurred during the previous CEP year ended June 30.

- CEP program costs include the costs of core programs, standard offer payments and any administrative costs not recovered directly from standard offer providers.

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B. P. U. NO. ~~4415~~ – GAS

ORIGINAL SHEET NO.

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~~B. P. U. NO. 13 – GAS~~

ORIGINAL SHEET NO. 110

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RIDER "D"

SOCIETAL BENEFITS CHARGE ("SBC")
(continued)

- I. New Jersey Clean Energy Program Component ("CEP") (continued)
 2. The Standard Offer Program will reduce the volumes of gas sold by the Company and will reduce revenues corresponding to volumes of gas saved. This revenue loss will occur because the rates set in the Company's base rate case do not reflect a decrease in revenues resulting from program measures which will be implemented during the period in which the Company's CEP Plan is in effect. Consequently, the Company will not recover those fixed costs in base rates corresponding to the volumes of gas saved by the Standard Offer Program.
 3. The CEP rate shall be determined as follows:
 - (a) The Company will project all program costs not recoverable directly from standard offer providers and revenue erosion, based upon current, approved rates, both of which elements are not currently collected through base rates for the annual period ("current annual period").
 - (b) The Company will include with the above projection, a statement of the prior annual period of any (over-) or under-recoveries, including interest at the rate applicable to the RAC component of the SBC. This statement will include estimated data for those months that occur after the date of filing but which correspond to the prior annual period. The CEP may be adjusted for material differences between estimates and actual results in the prior annual period.
 - (c) The sum of the program costs and recoveries for the CEP year ending June 30 plus the projected spending for the succeeding twelve month period, including interest calculated at a rate equal to that applied to the RAC component of the SBC, will be divided by the estimated sales and transportation throughput to all Customers subject to the SBC during the succeeding October 1 through September 30 period.

The formula for calculating the CEP rate is as follows:

$$\frac{PC + RE + [RB * (1+i)]}{AV}$$

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~~B. P. U. NO. 13 – GAS~~

ORIGINAL SHEET NO. 111

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RIDER "D"

SOCIETAL BENEFITS CHARGE ("SBC")

(continued)

I. New Jersey Clean Energy Program Component ("CEP") (continued)

3. The CEP rate shall be determined as follows: (continued)

(c) where:

PC = all projected program costs not recoverable directly from standard offer providers

RE = cumulative annual margin revenue erosion from the date of effectiveness of the Plan until the time that new base rates take effect. Margin revenue erosion is determined by multiplying the actual measured annual decrease in firm sales attributable to implementation of certain CEP programs per Board Order EX99050347 *et.al.* and the DSM legacy standard offer programs by the net margin revenue associated with that decrease in each affected service classification.

RB = prior period recovery balance, the net of actual costs and recoveries.

i = interest rate applicable to recovery balance

AV = projected annual quantity for sales and transportation throughput to all Customers subject to the SBC.

4. There will be a reconciliation of over- or under-recovery of actual program costs not recovered directly from standard offer providers and revenue erosion, based upon approved rates in effect during the prior annual period, with the revenues collected through the CEP by maintaining an account showing the cumulative balance of the (over-) or under-recoveries. Any prior annual period balance will be included, with interest, along with current annual period projected costs and amortized over the current annual recovery period. Interest is calculated on the cumulative (over-) or under-recovery of the prior annual period on the average beginning and ending monthly balance at a rate equivalent to the rate applied to the RAC component of the SBC.

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ORIGINAL SHEET NO.

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~~B. P. U. NO. 13 – GAS~~

ORIGINAL SHEET NO. 112

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RIDER "D"

SOCIETAL BENEFITS CHARGE ("SBC")
(continued)

I. New Jersey Clean Energy Program Component ("CEP") (continued)

5. The annual filing for the adjustment on or about October 1 of each year shall be made on or about July 31 of each year and shall be based on actual figures and experiences then available with estimates of remaining requirements.

II. Remediation Adjustment Clause Component ("RAC")

The RAC is a mechanism that will establish a rate to recover remediation costs, as defined herein. On or about July 31 of each year, the Company shall file with the Board a RAC rate component as part of the Societal Benefits Charge based on remediation costs and third party expenses/claims in the preceding remediation years.

The RAC will be determined as follows:

A. Definition of Terms Used Herein

1. Remediation Costs - all investigation, testing, land acquisition if appropriate, remediation and/or litigation costs/expenses or other liabilities excluding personal injury claims and specifically relating to former gas manufacturing facility sites, disposal sites, or sites to which material may have migrated, as a result of the earlier operation or decommissioning of gas manufacturing facilities.
2. Interest Rate - for carrying costs and deferred tax benefit calculation shall be the rate paid on seven year constant maturities treasuries as shown in the Federal Reserve Statistical Release on or closest to August 31st of each year plus 60 basis points.
3. Carrying Cost - the Interest Rate applied to the unamortized balance of remediation costs.
4. Recovery Year - each October 1 to September 30 year and is the time period over which the amortized expenses incurred during the Remediation Year shall be recovered from Customers.
5. Remediation Year - each July 1 to June 30 year and is the time period over which the remediation costs and recoveries are incurred.

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Dated ~~December 17, 2009xx3~~ in Docket No. ~~GR09030195xx4~~

ELIZABETHTOWN GAS
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FIRST REVISED SHEET NO. 113

RIDER "D"
SOCIETAL BENEFITS CHARGE ("SBC")
(continued)

II. Remediation Adjustment Clause Component ("RAC")

A. Definition of Terms Used Herein (continued)

6. Third Party Claims - all claims brought by the Company against any entity, including insurance companies, from which recoveries may be received and will be charged through the RAC factor as follows:

- a. Fifty percent of the reasonable transaction costs and expenses in pursuing Third Party Claims shall be included as Remediation Costs and shall be recovered as part of the Remediation Adjustment Clause. The remaining 50% shall be deferred.
- b. In the event that the Company is successful in obtaining a reimbursement from any Third Party, the Company shall be permitted to retain the deferred 50% as specified in 5a. The balance of the reimbursement, if any, shall be applied against the Remediation Costs starting in the year it is received and will be amortized over seven years.
- c. The Company is not required to account for transaction costs and expenses in pursuing third party claims on a claim-by-claim basis.

7. Deferred Tax Benefit (DTB) - the unamortized portion of actual remediation costs multiplied by the Company's effective statutory federal and state income tax rate, and the Interest Rate.

$$DTB_{n,yr} = ARC_n * [(7-X)/7] * IR_{yr} * Tr_{yr}$$

$DTB_{n,yr}$ = Deferred Tax Benefit in recovery year (yr) to be subtracted from one seventh the amount of the remediation costs incurred in remediation year (n).

ARC_n = Actual Remediation Costs incurred in remediation year (n).

X = Number of years that the ARC incurred in year n have been subject to amortization (X = 1,2,3,4,5,6)

IR_{yr} = Interest Rate

TR_{yr} = Effective combined Federal and State income tax rate.

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ELIZABETHTOWN GAS
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~~B. P. U. NO. 13 – GAS~~

ORIGINAL SHEET NO. 114

RIDER "D"

SOCIETAL BENEFITS CHARGE ("SBC")

(continued)

II. Remediation Adjustment Clause Component ("RAC")

A. Definition of Terms Used Herein (continued)

8. Sale of Property shall be calculated by taking the proceeds over book value of any sale of a former manufacturing gas plant site, less all reasonable expenses associated with selling the site, and subtracting the total costs that were incurred in cleaning up the site and amortized through rates. The proceeds associated with the total costs that were incurred in cleaning up the site will be included as a credit to the remediation costs incurred in the year of the sale. The remainder shall be equally shared between the Company and ratepayers.

B. Determination of the Remediation Adjustment

At the end of the remediation year, the Company shall file with the Board (1) copies of all bills and receipts relating to the amount of any remediation costs incurred in the preceding remediation year(s) for which it seeks to begin recovery; (2) similar material and information to support any expenses and/or recoveries resulting from Third Party claims; (3) a computation of the carrying cost on the unamortized balance of remediation cost; (4) a projection of remediation costs for the following remediation year.

The RAC factor shall be calculated by taking one seventh of the Actual Remediation Costs, plus applicable Third Party Claims and Sale of Property allocations incurred each year, until fully amortized, less the Deferred Tax Benefit plus the prior years' RAC over or underrecovery plus appropriate carrying costs. This amount is then divided by all applicable forecasted quantities to all Service Classifications for the upcoming recovery year.

The total annual charge to the Company's ratepayers for remediation costs during any recovery year shall not exceed five (5%) percent of the Company's total revenues from sales, transportation and storage services during the preceding Remediation Year. If this limitation results in the Company recovering less than the amount that would otherwise be recovered in a particular Recovery Year then the Company will continue to accumulate carrying costs which will be recovered by the Company from its ratepayers in a subsequent RAC proceeding.

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520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities

Dated ~~December 17, 2009xx3~~ in Docket No. ~~GR09030195xx4~~

ELIZABETHTOWN GAS
B. P. U. NO. ~~4415~~ – GAS

ORIGINAL SHEET NO.

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~~B. P. U. NO. 13 – GAS~~

ORIGINAL SHEET NO. 115

RIDER "D"

SOCIETAL BENEFITS CHARGE ("SBC")
(continued)

II. Remediation Adjustment Clause Component ("RAC") (continued)

C. Tracking the Operation of the Remediation Adjustment Clause

The revenues billed, net of taxes ~~and assessments and other similar charges~~ through the application of the Remediation Adjustment factor shall be accumulated for each month and be applied against the total amortized Remediation Costs calculated for that year. Any over or under collection at the end of the Recovery Year will be included in the determination of the following year's RAC factor.

III. Universal Service Fund ("USF") and Lifeline Components

An interim USF program was approved by the ~~BPU Board of Public Utilities "BPU"~~ in Docket No. EX00020091 dated November 21, 2001. A permanent USF program and Lifeline charge was approved by the BPU in Docket No. EX00020091 dated April 30, 2003. The Orders authorized the Company to collect costs associated with the program through the Societal Benefits Charge ("SBC"). The USF and Lifeline rate components of the SBC will be determined as follows:

A. Definition of Terms

1. Program Costs includes all costs incurred in connection with the implementation of Board ordered services, inclusive of carrying costs.
2. Program Year is the period October 1 to September 30 as approved by the BPU in Docket No. EX00020091 dated June 22, 2005.

B. Determination of the USF and Lifeline Components

The USF and Lifeline Components will be determined and issued by the Board and shall remain in effect until changed. The USF true up between credits given customers and amounts recovered will be made annually in accordance with the Board's directives.

Date of Issue: ~~December 17, 2009xx1~~

Effective: Service Rendered
on and after ~~December 17,~~
~~2009xx2~~

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities

Dated ~~December 17, 2009xx3~~ in Docket No. ~~GR09030195xx4~~

ELIZABETHTOWN GAS
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FIRST REVISED SHEET NO. 116

RIDER "D"

SOCIETAL BENEFITS CHARGE ("SBC")
(continued)

III. Universal Service Fund ("USF") and Lifeline Components (continued)

C. Carrying Costs

Per Board Order dated October 21, 2008 in Docket No. ER08060455, the interest rate on USF under and over recoveries shall be the interest rate based on a two-year constant maturity Treasuries as published in the Federal Reserve Statistical Release on the first day of each month (or the closest day thereafter on which rates are published), plus sixty basis points, but shall not exceed the overall rate of return for each utility as authorized by the Board. The calculation shall be based on the net of tax beginning and end average monthly balance, accruing simple interest with an annual roll-in at the end of each reconciliation period.

IV. LCAPP Exemption Procedures

The following procedures to obtain the LCAPP exemption from the SBC charge shall apply:

A customer seeking an SBC rate exemption for all or part of its usage must submit an Annual Certification form, provided by the Company, declaring and certifying, for any applicable meter, the percentage of natural gas purchased and used for the generation of electricity sold for resale during the previous calendar year. For facilities with less than twelve months of history, estimates supported by engineering and operational plans may be used.

A. Annual Procedures

In December of each year the Company will mail an Annual Certification form to customers currently receiving the exemption, addressed to the customer's designated representative, to be returned to the Company's designated representative by the following January 15th.

The certified percentage will be used to determine the SBC rate to be charged for the twelve (12) month period beginning February 1st, for example:

Date of Issue: ~~December 7, 2014~~xx1

Effective: Service Rendered
on and after ~~January 28,~~
~~2014~~xx2

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities

Dated ~~November 9, 2014~~xx3 in Docket No. ~~GR11080494~~xx4

ELIZABETHTOWN GAS
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FIRST REVISED SHEET NO. 117

RIDER "D"

SOCIETAL BENEFITS CHARGE ("SBC")
(continued)

~~IV.~~ LCAPP Exemption Procedures (continued)A. Annual Procedures (continued)

If the full SBC rate to be charged equaled \$0.0400 per therm pre tax ~~and assessments and other similar charges~~ and the certified percentage was seventy-five percent (75%) then the rate charged and applied to the metered volume would be calculated as: $\$0.0400 * (1.00 - .75) = \0.0100 per therm before any applicable taxes ~~and assessments and other similar charges~~.

If the customer fails to return the form by January 15th then the full SBC rate will be assessed on all of the customer's natural gas usage until a completed Annual Certification form is received. Any exemption will become effective after the customer's next subsequent meter reading.

Notwithstanding the foregoing, the Company will provide customers that it reasonably believes may be eligible for the exemption with a certification form for the period of January 28, 2011 through January 31, 2012 on which the customer may certify the percentage of natural gas purchased and used for the generation of electricity sold for resale during the calendar year 2010. Any adjustments to the customer's bill associated with this exemption period shall be billed or credited to the customer in the billing period following the adjustment determination.

B. Interim Period Procedures

Customers may obtain the exemption at any time during a year by obtaining and submitting to the Company's designated representative a completed Annual Certification form. The certified percentage will be used to determine the exemption which will become effective after the next subsequent meter reading. Customers will be required to re-certify for the subsequent period beginning February 1 in accordance with the Annual Procedures.

Date of Issue: ~~December 7, 2011~~xx1Effective: Service Rendered on and after ~~January 28, 2011~~xx2

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities

Dated ~~November 9, 2011~~xx3 in Docket No. ~~GR11080494~~xx4

~~ELIZABETHTOWN GAS
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~~THIRD REVISED SHEET NO. 118~~

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~~-Date of Issue: February 1, 2012-~~

~~Effective: Service Rendered
on and after February 1, 2012~~

~~Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083~~

~~Filed Pursuant to Order of the Board of Public Utilities
Dated May 16, 2011 in Docket Nos. GO10120969 and GR09030195~~

~~ELIZABETHTOWN GAS
B. P. U. NO. 14 — GAS
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B. P. U. NO. 13 — GAS~~

~~FIRST REVISED SHEET NO. 119~~

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~~Date of Issue: February 1, 2012~~

~~Effective: Service Rendered
on and after February 1, 2012~~

~~Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083~~

~~Filed Pursuant to Order of the Board of Public Utilities
Dated May 16, 2011 in Docket Nos. GO10120969 and GR09030195~~

ELIZABETHTOWN GAS
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~~CANCELLING~~

~~B. P. U. NO. 13 – GAS~~

NINTH REVISED SHEET NO. 120

RIDER "~~GE~~"

ENERGY EFFICIENCY PROGRAM ("EEP")

Applicable to all customers except those customers under special contracts as filed and approved by the ~~NJ~~BPU and those customers exempted pursuant to the Long-Term Capacity Agreement Pilot Program ("LCAPP"), P.L. 2011 c.9, codified as N.J.S.A. 48:3-60.1. See the LCAPP Exemption Procedures at the end of the Societal Benefits Charge ("SBC") Rider "D."

The EEP shall be collected on a per therm basis and shall remain in effect until changed by order of the ~~NJ~~BPU. The applicable EEP unit charges are as follows:

(\$0.0007) per therm

~~In accordance with P.L. 1997, c. 162, t~~The charges applicable under this Rider include provision for the New Jersey Sales and Use Tax, and when billed to customers exempt from this tax shall be reduced by the amount of such tax included therein.

In the "Global Warming Act," N.J.S.A.26-2C-45. or "RGGI Legislation" the State Legislature determined that global warming is a pervasive and dangerous threat that should be addressed through the establishment of a statewide greenhouse gas emissions reduction program. On May 8, 2008, the Board issued an Order (the "RGGI Order") pursuant to N.J.S.A. 48:3-98.1(c). The RGGI Order allowed electric and gas public utilities to offer energy efficiency and conservation programs on a regulated basis. By Order dated April 11, 2012 in Docket No. GO11070399, the Board approved a Stipulation that extended the program for one year, changed the name to EEP, and streamlined the program offerings. By Order dated April 29, 2013 in Docket No. GO12100946, the Board approved a Stipulation that extended the program to September 1, 2013. By Order dated August 21, 2013 in Docket No. GO12100946, the Board approved a Stipulation that extended the program through August, 2015.

The EEP will enhance or supplement existing Clean Energy Program ("CEP") incentives with programs such as:

1. Expanded gas HVAC and hot water heater incentive programs for residential customers;
2. Commercial customer energy efficiency programs which enhance CEP SmartStart and Pay for Performance incentives; and
3. Enhanced customer education and outreach initiatives designed to encourage customers to conserve energy and lower their gas bills.

Date of Issue: ~~October 1, 2016~~xx1

Effective: Service Rendered on and after ~~October 1, 2016~~xx2

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities

Dated ~~August 19, 2015~~xx3 in Docket No. ~~GR14091073~~xx4

ELIZABETHTOWN GAS
B. P. U. NO. ~~4415~~ – GAS

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~~B. P. U. NO. 13 – GAS~~

FOURTH REVISED SHEET NO. 121

RIDER "~~GE~~"

ENERGY EFFICIENCY PROGRAM ("EEP")
(continued)

The EEP will recover all costs associated with the program, including, but not limited to customer outreach and system implementations to implement and manage the programs.

Determination of the EEP

On or about July 31 of each year, the Company shall file with the Board an EEP rate filing based on the costs and recoveries incurred during the previous EEP year ending June 30th as well as estimates, if applicable, through the upcoming calendar year to develop the EEP rate to be effective October 1st as follows:

The EEP monthly recoverable expenditure amounts shall be derived from taking the average of the cumulative beginning and end of month expenditures associated with the EEP investments less accumulated amortization and accumulated deferred income tax credits times the after tax weighted average cost of capital grossed up for the Company's revenue factor, as directed in the Board's August 21, 2013 Order in Docket No. GO12100946, plus monthly amortization using a four year amortization period.

The EEP rate shall be calculated by summing the (i) prior year's EEP over or under recovery balance, plus (ii) current year monthly recoverable expenditure amounts, less (iii) current year recoveries, plus (iv) current year carrying costs based on the monthly average over or under recovered balances, at a rate equal to the rate obtained on the Company's weighted average of its commercial paper and bank credit lines, if both sources have been utilized, not to exceed the weighted average cost of capital after tax as described above, plus (v) an estimated amount to recover the upcoming year's recoverable expenditures amount and dividing the resulting sum by the annual forecasted per therm quantities for the applicable customers set forth above. The resulting rate shall be adjusted for all applicable taxes. The EEP rate shall be self-implementing on a refundable basis as directed by the ~~NJ~~BPU.

Date of Issue: ~~December 1, 2014~~~~xx1~~

Effective: Service Rendered
on and after ~~December 1, 2014~~
~~xx2~~

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities

Dated ~~November 21, 2014~~~~xx3~~ in Docket No. ~~GR13090874~~~~xx4~~

~~ELIZABETHTOWN GAS
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~~SECOND REVISED SHEET NO. 122~~

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~~Date of Issue: December 23, 2013~~

~~Effective: Service Rendered
on and after January 1, 2014~~

~~Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083~~

~~Filed Pursuant to the Board Secretary's Letter Dated December 18, 2013
W/O the Phase Out of the Transitional Energy Facility Assessment ("TEFA")
Pursuant to N.J.S.A. 48:2-21.34(5) and N.J.S.A. 54:30A-102 in Docket No. EO11110800~~

~~ELIZABETHTOWN GAS
B. P. U. NO. 14 — GAS
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~~THIRD REVISED SHEET NO. 123~~

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~~Date of Issue: December 23, 2013~~

~~Effective: Service Rendered
on and after January 1, 2014~~

~~Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083~~

~~Filed Pursuant to the Board Secretary's Letter Dated December 18, 2013
I/M/O the Phase Out of the Transitional Energy Facility Assessment ("TEFA")
Pursuant to N.J.S.A. 48:2-21.34(5) and N.J.S.A. 54:30A-102 in Docket No. EO11110800~~

~~ELIZABETHTOWN GAS
B. P. U. NO. 14 — GAS
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B. P. U. NO. 13 — GAS~~

~~ORIGINAL SHEET NO. 124~~

~~RIDER "I"~~

~~GAS COST UNDERRECOVERY ADJUSTMENT ("GCUA")~~

~~\$0.0000 per therm~~

~~Applicable to all sales and transportation customers except all parity priced Service Classifications (IS, CSI, CS, ITS-IS and ITS-CSI), and customers served under GDS-SP #2 during the months of May through October and those customers that continuously received their gas supply from a Third-Party Supplier on and after March 30, 2001.~~

~~This surcharge will be applicable for a three-year period from December 1, 2001 through November 30, 2004 or until such time that the balance reflects a near zero amount, at which time the rate will be set to \$0.0000 per therm and the balance rolled into the next BGSS filing. It includes the underrecovered gas costs as of October 31, 2001 and interest on the October 31, 2001 underrecovered balance during the surcharge period.~~

~~In accordance with P.L. 1997, c. 162, the charges applicable under this Rider include provision for the New Jersey Sales and Use Tax, and when billed to customers exempt from this tax shall be reduced by the amount of such tax included therein.~~

~~Date of Issue: December 17, 2009 —~~

~~Effective: Service Rendered
on and after December 17, 2009~~

~~Issued by: —Brian MacLean, President
—520 Green Lane
—Union, New Jersey 07083~~

~~Filed Pursuant to Order of the Board of Public Utilities
Dated December 17, 2009 in Docket No. GR09030195~~

ELIZABETHTOWN GAS
B. P. U. NO. ~~4415~~ – GAS

ORIGINAL SHEET NO. ←

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~~CANCELLING~~~~B. P. U. NO. 13 – GAS~~

THIRTY-FIRST REVISED SHEET NO. 125

RATE SUMMARIES

| Per Therm | RDS (sales) | RDS (transportation) |
|---------------------------------------|------------------------|---------------------------------|
| Service Charge | 7.998.50 | 7.998.50 |
| Distribution Charges | 0. 34533967 | 0. 34533967 |
| <u>Riders:</u> | | |
| A BGSS | BGSS-P | per TPS |
| B WNC* | 0.0000 WNC* | 0.0000 WNC* |
| C OSMC | (0.0175) | (0.0175) |
| D SBC | 0.0355 | 0.0355 |
| E Available for future use | | |
| F Available for future use | | |
| GE EEP | (0.0007) | (0.0007) |
| H Available for future use | | |
| I GCUA | 0.0000 | 0.0000 |

* The WNC will apply to customers during the months of October through May.

Rates shown include taxes if applicable; rates that are tax exempt are noted "exempt."

Date of Issue: ~~December 21, 2016~~xx1

Effective: Service Rendered
on and after ~~January 1, 2017~~xx2

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities
~~Sales & Use Tax Decrease~~Per P.L. 2016, c. 57 Dated xx3 in Docket No. ~~ER16111054~~xx4

ELIZABETHTOWN GAS
B. P. U. NO. ~~1415~~ – GAS
~~CANCELLING~~
B. P. U. NO. ~~13~~ – GAS

ORIGINAL SHEET NO.

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~~THIRTY-FIRST REVISED SHEET NO. 126~~

RATE SUMMARIES
(continued)

Per Therm

| | <u>SGS</u> <u>(sales)</u> | <u>SGS</u> <u>(transportation)¹</u> |
|----------------------|------------------------------|---|
| Service Charge | <u>46.4321.97</u> | <u>21.97</u> |
| Distribution Charges | <u>0.35923586</u> | <u>0.3586</u> |

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Riders:

| | | <u>Per TPS</u> |
|---------------|-------------------------------------|-----------------|
| A | BGSS | BGSS-P |
| B | WNC* | <u>WNC*</u> |
| C | OSMC | <u>(0.0175)</u> |
| D | SBC | <u>0.0355</u> |
| E | Available for future use | |
| F | Available for future use | |
| GE | EEP | <u>(0.0007)</u> |
| H | Available for future use | |
| I | GCUA | <u>0.0000</u> |

¹ Balancing Charge of \$0.0171 per therm applies to customers November to March with a DCQ under 500 therms.

* The WNC will apply to customers during the months of October through May.

Rates shown include taxes if applicable; rates that are tax exempt are noted "exempt."

Date of Issue: ~~December 21, 2016~~xx1

Effective: Service Rendered on and after ~~January 1, 2017~~xx2

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities Sales & Use Tax Decrease
~~Per P.L. 2016, c. 57~~Dated xx3 in Docket No. ~~ER16111054~~xx4

ELIZABETHTOWN GAS
 B. P. U. NO. ~~4415~~ – GAS ORIGINAL SHEET NO. ~~127~~
 CANCELLING
 B. P. U. NO. ~~13~~ – GAS THIRTY-FIRST REVISED SHEET NO. 127

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RATE SUMMARIES
 (continued)

| Per Therm | GDS (sSales) | GDS (Ttransportation)¹ | GDS SP #2 May – October |
|----------------------------|-------------------------|--|------------------------------------|
| Service Charge | <u>49.9728.96</u> | <u>49.9728.96</u> | <u>49.9728.96</u> |
| Demand Charge, per DCQ | <u>0.840808</u> | <u>0.840808</u> | <u>0.840808</u> |
| Distribution Charges | <u>0.22072149</u> | <u>0.22072149</u> | <u>0.06690668</u> |
| Riders: | | | |
| A Commodity Charge | BGSS-M | per TPS | BGSS-M |
| B WNC* | <u>0.0000WNC*</u> | <u>0.0000WNC*</u> | na |
| C OSMC | (0.0175) | na | na |
| D SBC | 0.0355 | 0.0355 | 0.0355 |
| E Available for future use | | | |
| F Available for future use | | | |
| GE EEP | (0.0007) | (0.0007) | (0.0007) |
| H Available for future use | | | |
| I GCUA | <u>0.0000</u> | <u>na</u> | <u>na</u> |

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¹ Balancing Charge of \$0.0171 per therm applies to customers November to March with a DCQ under 500 therms.

*The WNC will apply to customers during the months of October through May.

Rates shown include taxes if applicable; rates that are tax exempt are noted "exempt."

"na " rider not applicable

Date of Issue: December 21, 2016xx1 Effective: Service Rendered on and after January 1, 2017xx2
 Issued by: Brian MacLean, President
 520 Green Lane
 Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities Sales & Use Tax Decrease Per P.L.2016, c 57 Dated xx3 in Docket No. ER16141054xx4

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ELIZABETHTOWN GAS
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~~B. P. U. NO. 13 – GAS~~

~~THIRTY-FIRST REVISED SHEET NO. 128~~

RATE SUMMARIES
(continued)

Per Therm

LVD

| | |
|------------------------|---------------------------------|
| Service Charge | 481.30 <u>274.68</u> |
| Demand Charge, per DCQ | 1.03 <u>51.032</u> |
| Distribution Charges | 0.049 <u>70538</u> |

Riders:

| | | |
|---------------|-------------------------------------|-------------------|
| A | BGSS | BGSS-M |
| B | WNC | na |
| C | OSMC | (0.0175) |
| D | SBC | 0.0355 |
| E | Available for future use | |
| F | Available for future use | |
| GE | EEP | (0.0007) |
| H | Available for future use | |
| I | GCUA | 0.0000 |

Rates shown include taxes if applicable; rates that are tax exempt are noted "exempt."

" na " rider not applicable

Date of Issue: ~~December 21, 2016~~xx1

Effective: Service Rendered
on and after ~~January 1, 2017~~xx2

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities Sales & Use Tax Decrease
~~Per P.L. 2016 c. 57 Dated xx3~~ in Docket No. ~~ER16111054~~xx4

ELIZABETHTOWN GAS
B. P. U. NO. ~~4415~~ – GAS

ORIGINAL SHEET NO. ←

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TWENTY-SEVENTH REVISED SHEET NO. 129

RATE SUMMARIES

(continued)

| | IS | ITS | ITS |
|---------------------------------------|---------------------------------|---------------------------------|---------------------------------|
| | (ceiling) | Exempt (ceiling) | taxable (ceiling) |
| Per Therm | | | |
| Service Charge | 356.75 <u>356.03</u> | 590.68 <u>589.50</u> | 631.29 <u>630.03</u> |
| Demand Charge, per DCQ | 0.081 | 0.29 <u>0.293</u> | 0.34 <u>0.313</u> |
| Distribution Charges | 0.94 <u>0.9427</u> | 0.07 <u>0.0791</u> | 0.08 <u>0.0845</u> |
| <u>Riders:</u> | | | |
| A Commodity Charge | BGSS-M | per TPS | per TPS |
| B WNC | na | na | na |
| C OSMC | na | na | na |
| D SBC | 0.0355 | 0.0332 | 0.0355 |
| E Available for future use | | | |
| F Available for future use | | | |
| GE EEP ± | (0.0007) | (0.0007) | (0.0007) |
| H Available for future use | | | |
| I GCUA | na | na | na |

Rates shown include taxes if applicable; rates that are tax exempt are noted "exempt."

" na " rider not applicable

~~*Applicable to all customers except those customers under special contracts as filed and approved by the NJBPU and those customers exempted pursuant to the Long-Term Capacity Agreement Pilot Program ("LCAPP"), P.L. 2011 c9, codified as N.J.S.A. 48:3-60.1.~~

Date of Issue: ~~December 21, 2016~~xx1

Effective: Service Rendered
on and after ~~January 1,~~
~~2017~~xx2

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities Sales & Use Tax Decrease
Per P.L. 2016, c. 57 Dated xx3 in Docket No. ER16141054xx4

ELIZABETHTOWN GAS
B. P. U. NO. ~~4415~~ – GAS

ORIGINAL SHEET NO.

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THIRTIETH REVISED SHEET NO. 130

RATE SUMMARIES

(continued)

| Per Therm | EGF (exempt) | EGF (taxable) |
|---------------------------------------|--------------------------------|--------------------------------|
| Service Charge | 52.37 <u>52.27</u> | 55.97 <u>55.86</u> |
| Demand Charge, per DCQ | 0. 741 <u>421</u> | 0. 792 <u>450</u> |
| Distribution Charges | 0. 0482 <u>0472</u> | 0. 0495 <u>0504</u> |
| <u>Riders:</u> | | |
| A BGSS | BGSS-M | BGSS-M |
| B WNC | na | na |
| C OSMC | (0.0164) | (0.0175) |
| D SBC | 0.0332 | 0.0355 |
| E Available for future use | | |
| F Available for future use | | |
| GE EEP* | (0.0007) | (0.0007) |
| H Available for future use | | |
| I GCUA | 0.0000 | 0.0000 |

Rates shown include taxes if applicable; rates that are tax exempt are noted "exempt."

"na" rider not applicable

~~* Applicable to all customers except those customers under special contracts as filed and approved by the NJBPU and those customers exempted pursuant to the Long Term Capacity Agreement Pilot Program ("LCAPP"), P.L. 2011 c9, codified as N.J.S.A. 48:3-60.1.~~

Date of Issue: ~~December 21, 2016~~xx1Effective: Service Rendered
on and after ~~January 1, 2017~~xx2

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Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities Sales & Use Tax Decrease
Per P.L. 2016, c.57 Dated xx3 in Docket No. ER16114054xx4

ELIZABETHTOWN GAS
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~~B. P. U. NO. 13 – GAS~~

THIRTIETH REVISED SHEET NO. 131

RATE SUMMARIES
(continued)

| | FTS (exempt) | FTS (taxable) |
|------------------------|--------------------------|---------------------------|
| Per Therm | EGF/CSI | |
| Service Charge | 475.17257.01 | 487.24274.68 |
| Demand Charge, per DCQ | 0.758966 | 0.8401.032 |
| Distribution Charges | 0.07040503 | 0.07520538 |

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Riders:

| | | | |
|---------------|-------------------------------------|---------------|---------------|
| A | Commodity Charge | per TPS | per TPS |
| B | WNC | na | Na |
| C | OSMC | na | Na |
| D | SBC | 0.0332 | 0.0355 |
| E | Available for future use | | |
| F | Available for future use | | |
| GE | EEP* | (0.0007) | (0.0007) |
| H | Available for future use | | |
| I | GCUA | na | na |

Rates shown include taxes if applicable, rates that are tax exempt are noted "exempt."

" na " rider not applicable

~~* Applicable to all customers except those customers under special contracts as filed and approved by the NJBPU and those customers exempted pursuant to the Long-Term Capacity Agreement Pilot Program ("LCAPP"), P.L. 2011 c9, codified as N.J.S.A. 48:3-60.1.~~

Date of Issue: ~~December 21, 2016xx1~~

Effective: Service Rendered
on and after ~~January 1, 2017xx2~~

Issued by: Brian MacLean, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to ~~Order of the Board of Public Utilities Sales & Use Tax Decrease~~
~~Per P.L. 2016, c.57 Dated xx3~~ in Docket No. ~~ER16111054xx4~~